

# Terms of Sale

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from our website.

## Interpretation

In these terms of sale, "we" means Ki Martial Arts Ltd (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products (and "your" will be construed accordingly).

## Order process

The advertising of products on our website constitutes an "invitation to treat"; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps:

- you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout;
- if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details;
- once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to these terms of sale;
- you will then be asked for your payment details;
- we will then send you an initial acknowledgement; and
- once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

The only language in which we provide these terms of sale is English.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by viewing the checkout page. You may correct those input errors before placing your order by changing the details entered on the checkout page or by changing the products on the shopping basket.

## The products

Our product range includes martial arts clothing, equipment, weapons and accessories. It also includes sport and fitness clothing and equipment.

## Price and payment

Prices for products are quoted on our website. The website contains a large number of products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated when you pay for the product.

In addition to the price of the products, you may have to pay a delivery charge, which will be as stated when you pay for the product.

Payment must be made upon the submission of your order. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes (where applicable).

Payment for all products must be made by credit / debit card or by PayPal. We do not accept payment by cheque.

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

If you dispute any payment made to us you must contact us immediately and provide full details of your claim. If you submit an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of the charge-back:

- an amount equal to the amount of the charge-back;
- all third party expenses incurred by us in relation to the charge-back (include charges made by our or your bank or payment processor or card issuer);
- an administration fee of £10.00 (including VAT); and
- all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this paragraph (including without limitation legal fees and debt collection fees).

Without prejudice to our other rights, if you submit an unjustified credit card, debit card or other charge-back, then we may terminate any contracts between you and us under these terms of sale by giving you written notice of termination.

For the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back.

## Your warranties

You warrant to us that:

- you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- the information provided in your order is accurate and complete;
- you will be able to accept delivery of the products;
- you are at least 18 years of age when purchasing weapons.

## **Delivery policy**

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to deliver products on or before the date for delivery set out in our order confirmation or, if no date is set out in our order confirmation, within 7 days of the date of our order confirmation. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 30 days of the later of receipt of payment and the date of our order confirmation.

Orders received before midday will usually be sent on the same day.

Orders received after midday may be sent out but usually it will be sent out on the following working day.

Orders involving custom work or printing will take longer to dispatch.

**ALL PACKAGES RECEIVED FROM COURIERS MUST BE THOROUGHLY CHECKED AND SIGNED FOR. ANY DAMAGES TO THE PACKAGES OR CONTENTS MUST BE NOTED ON THE COURIER DOCUMENTS. CUSTOMERS MUST BE CAREFUL TO SIGN FOR THE CORRECT NUMBER OF PACKAGES.**

**ANY SHORTAGES MUST BE NOTIFIED TO KI MARTIAL ARTS LTD VERBALLY WITHIN 24 HOURS. THIS MUST ALSO BE CONFIRMED IN WRITING. KI MARTIAL ARTS LTD WILL NOT BE HELD RESPONSIBLE FOR GOODS DAMAGED IN TRANSIT IF SIGNED FOR WITHOUT REFERENCE TO THE CONDITION IT WAS DELIVERED IN ON THE COURIER DELIVERY NOTE.**

Refusal of goods at the time of delivery will result in full carriage charges being incurred by the customer, this will include return carriage charges.

**Pallet Deliveries** are made to curb side only. Please ensure you have people on site to unload the pallet.

## **Risk and ownership**

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon the later of:

- Delivery of the products; and
- Receipt by us of full payment of all sums due in respect of the products (including delivery charges).

We will be entitled to recover payment for the products even where ownership has not passed to you.

## **"Cooling off" period**

Under the Distance Selling Regulations, you may cancel a distance contract to purchase a product or products from us at any time within 7 working days after the day you received the relevant products or products (subject to the limitations set out below).

In order to cancel a contract in this way, you must give to us written notice of cancellation.

You will not have any such right insofar as a contract relates to:

- the supply of any products which constitute audio or video recordings or computer software which have been unsealed by you;
- the supply of products the price of which is dependent upon fluctuations in financial markets which we cannot control;
- the supply of newspapers, periodicals or magazines;

- the supply of goods made to your specifications or clearly personalised; or
- the supply of goods which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly including sales items.

If you cancel a contract on this basis, you must promptly return the products to us, in the same condition in which you received them.

## **RETURNS PROCEDURES**

Please telephone our office on 01752 251745 before returning any item. A returns number must be requested. We will need to know the invoice number, items being returned and the reason for return.

If you cancel a contract on this basis, you will be refunded in full (including the cost of sending the products to you). However, you will be responsible for paying the cost of returning the product to us.

If you cancel a contract on this basis and you do not return the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we may pass that expense on to you.

Wholesale customers are not entitled to monetary refunds and will be reimbursed in the form of a credit note as mentioned in the Refunds section. All other entitlements are identical to the above.

For hygiene reasons, we will never accept a mouth guard return where the packaging has been opened, and/or the product has been handled. Should we receive an item that has been, no refund will be given unless the item is faulty. If the order was incorrect, make sure you send it back to us in a re-sellable condition - then all your costs will be refunded.

## **Statutory rights**

Nothing in these terms of sale affects your statutory rights (including your right to receive a refund in respect of any defective product we sell to you).

## **Refunds**

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation.

Wholesale customers are not entitled to monetary refunds and will be reimbursed in the form of a credit note as mentioned below. All other entitlements are identical to the above.

A restocking charge of 15% of the sale price of the goods will be made for all goods returned as incorrect orders. This will include incorrect sizes and colours.

Ki Martial Arts Ltd accepts no liability for damage or injury through misuse of products purchased.

Wholesale customer should be aware that Ki Martial Arts Ltd do not offer a Sale or Return Service.

In the event of any alterations needing to be made to an item or items by the recipient and/or a third party working on behalf of the recipient, (this includes alterations to size, colour and any embroidery or similar customisation), please ensure that the correct item/s have been received, in a satisfactory condition, prior to any work being carried out. Failure to do so will prohibit the item/s in question being accepted for an exchange or a refund.

## **Gift Cards/Voucher/Coupons & Credit Notes**

Gift Cards, Vouchers, Coupons & Credit Notes have an expiry date of 365 days after the date of issue and have a non-redeemable cash value. Gift Cards, Vouchers, Coupons & Credit Notes are exempt from all discount codes and promotions.

## **Limitations and exclusions of liability**

Nothing in the terms of sale will:

- limit or exclude the liability of a party for death or personal injury resulting from negligence;
- limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- limit or exclude any liability of a party under Section 12, 13, 14 or 15 of the Sale of Goods Act 1979 or Part I of the Consumer Protection Act 1987;
- limit any liability of a party in any way that is not permitted under applicable law; or
- exclude any liability of a party that may not be excluded under applicable law.

Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the terms of sale.

The limitations and exclusions of liability set out in this Section and elsewhere in the terms of sale:

- are subject to the preceding paragraph; and
- Govern all liabilities arising under the terms of sale or in relation to the subject matter of the terms of sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or series of events beyond our reasonable control.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

## **General terms**

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our [privacy policy](#); use of our website will be subject to our website [terms of use](#).

Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

You may not assign charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time – providing such action does not serve to reduce the guarantees benefiting you under these terms of sale.

Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section "Limitations and exclusions of liability" : these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from our website.

These terms of sale will be governed by and construed in accordance with English law, and the courts of England and Wales will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

## **About us**

Our full name is Ki Martial Arts Ltd

Our company registration number is 4262026

Our email address is [sales@kico.co.uk](mailto:sales@kico.co.uk)

Our VAT number is GB786603496