

TERMS AND CONDITIONS

SUPPLY OF GOODS AND SERVICES

The Customer's attention is particularly drawn to the provisions of clauses 13 and 14.

This page tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the Good and/or Services listed on our website (**our website**), in our brochure (**our brochure**) or otherwise agreed to you.

These Terms will apply to any contract between us for the sale of Good and/or Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any products from our website. 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 Goods and/or Services from us.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time. Every time you wish to order Goods and/or Services, please check these Terms to ensure you understand the terms which will apply at that time.

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

1. INFORMATION ABOUT US

1.1 We operate the websites srsleisure.com and srsleisurestore.com. We are Swimrite Supplies Limited trading as SRS Leisure a company registered in England and Wales under company number 02716914 and with our registered office at Unit 15 Chancel Way, Halesowen Industrial Park, West Midlands, B62 8SE. Our VAT number is 610958050.

1.2 Contacting us if you are a consumer:

- (a) To cancel a Contract in accordance with your legal right to do so as set out in clause 16, you just need to let us know that you have decided to cancel. The easiest way to do this is to send the cancellation form at the back of this document to us by e-mail at sales@srsleisure.com or by post to Unit 15 Chancel Way, Halesowen Industrial Park, West Midlands, B62 8SE. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.
- (b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by e-mailing us at sales@srsleisure.com or telephoning us on 0121 550 2700.

- (c) 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 e-mailing us at sales@srsleisure.com or telephoning us on 0121 550 2700.

2. INTERPRETATION

2.1 **Definitions.** In the Contract, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 3.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.7.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Deliverables: the deliverables set out in the Order.

Delivery Location: has the meaning set out in clause 5.2.

Force Majeure Event: has the meaning given to it in clause 17.1.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods given in our brochure or on our website, including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out on our website, in the Customer's purchase order form, or the Customer's written or verbal acceptance of the Supplier's quotation as the case may be.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below. Namely the printing of designs as specified by the Customer.

Service Specification: the description or specification for the Services provided in writing by the Customer to and agreed by the Supplier.

Supplier: Swimrite Supplies Limited registered in England and Wales with company number 02716914.

Supplier Materials: has the meaning set out in clause 9.1(e).

2.2 **Construction.** In the Contract, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

3. BASIS OF CONTRACT

- 3.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 3.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 3.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 3.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

- 3.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

4. GOODS

- 4.1 The images of the Goods on our site and in our brochure 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 Goods. Your Goods may vary slightly from those images.
- 4.2 The packaging of the Goods may vary from that shown on images on our site.

IF YOU ARE A BUSINESS

- 4.3 The Goods are described on our website and in our brochure as modified by any applicable Goods Specification.
- 4.4 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification provided by the Customer. This clause 4.4 shall survive termination of the Contract.
- 4.5 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

5. DELIVERY OF GOODS

- 5.1 The Supplier shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 5.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

- 5.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 5.4 Any dates quoted for delivery of the Goods are approximate only. The Customer may choose to pay an additional amount for next day delivery, but in any case, the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 5.6 If the Customer fails to accept or take delivery of the Goods within 7 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the first Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.7 If 7 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.8 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 5.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- This clause 5.10 only applies if you are a consumer.**
- 5.10 If we miss the specified delivery date for any Goods then you may cancel your Order straight away if any of the following apply:
- (a) we have refused to deliver the Goods;

- (b) delivery by the delivery date was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery by the delivery date was essential.

6. QUALITY OF GOODS

6.1 The Supplier warrants that on delivery the Goods shall:

- (a) conform with their description and any applicable Goods Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) where the Customer is a consumer be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be fit for any purpose held out by the Supplier.

6.2 If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6.3 Subject to clause 6.4, if:

- (a) the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 6.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 6.3;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

6.5 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 6.3.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; or
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(m); and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(m), then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:

- (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. SUPPLY OF SERVICES

- 8.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Customer's Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 8.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. CUSTOMER'S OBLIGATIONS

- 9.1 The Customer shall:
 - (a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (e) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- 9.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer

Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10. CHARGES AND PAYMENT

- 10.1 The prices of the Goods and/or Services will be as quoted at the time you submit your order. We take all reasonable care to ensure that the prices of the Goods and/or Services are correct at the time when the relevant information was entered onto the system. Prices for the Goods and/or Services may change from time to time, but changes will not affect any order you have already placed.
- 10.2 The price of the Goods and/or Services includes VAT (where applicable) at the applicable current rate chargeable in the UK 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 Goods and/or Services in full before the change in VAT takes effect.
- 10.3 It is always possible that, despite our best efforts, some of the Goods and/or Services we sell may be incorrectly priced. We will normally check prices before accepting your Order so that, where the correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any goods and/or Services provided to you.
- 10.4 The price of the Goods and/or Services does not include delivery charges. Our delivery charges are as advised to you.
- 10.5 In respect of Goods or Services, the Supplier shall invoice the Customer on or at any time after acceptance of the Customer's Order.
- 10.6 The Customer shall pay each invoice submitted by the Supplier:
 - (a) within 30 days of the date of the invoice or where the Customer is a consumer, upon placing an Order,
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

- 10.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Handelsbanken's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall be owned by the Supplier.
- 11.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 11.3 All Supplier Materials are the exclusive property of the Supplier.

12. CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.

13. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 13 only applies if you are a business customer.

- 13.1 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.
- 13.2 Subject to *clause 13.1*, 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.
- 13.3 Subject to *clause 13.1*, 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 the amount of the Order.
- 13.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Goods and/or Services. Any representation, condition or warranty which might be implied or incorporated into this agreement 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 Goods and/or Services are suitable for your purposes.
- 14. OUR LIABILITY IF YOU ARE A CONSUMER**
- This *clause 14* only applies if you are an individual consumer and not purchasing Goods and/or Services on behalf of a swimming club or other similar entity.**
- 14.1 If we fail to comply with the terms of this agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. 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.
- 14.2 We only supply the Goods and/or Services 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.
- 14.3 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.

15. TERMINATION

15.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

- (h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(b) to clause 15.1(i) (inclusive);
 - (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - (l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 15.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 15.3 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 15.4 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 16 only applies if you are a consumer.

16.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in *clause 16.3*. 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 the Goods and/or Services, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

16.2 However, this cancellation right does not apply in the case of:

- (a) bespoke orders;
- (b) merchandise;
- (c) printed or embroidered club swimwear or uniform (unless deemed to be faulty); and
- (d) any Goods and/or Services which become mixed inseparably with other items after their delivery.

16.3 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
Your Contract is for Goods (which are not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Goods.
Your Contract is for either of the following: <ul style="list-style-type: none"> • Goods delivered in instalments on separate days. • Multiple Goods delivered on separate days. 	The end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.
Your Contract is for the regular delivery of Goods over a set period.	The end date is 14 days after the day on which you receive the first delivery of the Goods.

16.4 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 the cancellation form on our website. If you use this method we will e-mail you to confirm we have received your cancellation. Alternatively you may use a copy of the form which is attached at the back of this agreement as a *schedule*.

You can also e-mail us at sales@srsleisure.com or contact us by post to Unit 15 Chancel Way, Halesowen Industrial Park, West Midlands, B62 8SE. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

16.5 If you cancel your Contract we will:

- (a) refund you the price you paid for the Goods and/or Services. 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 (provided that this is a common and generally acceptable method).
- (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 Goods and/or Services and we have not offered to collect it from you: 14 days after the day on which we receive the Goods and/or Services back from you or, if earlier, the day on which you provide us with evidence that you have sent them back to us. For information about how to return Goods to us, see *clause 16.8*;
 - (ii) if you have not received the Goods and/or Services or you have received them and we have offered to collect from you: 14 days after you inform us of your decision to cancel the Contract.

16.6 If you have returned the Goods and/or Services to us under this *clause 16* because they are faulty or mis-described, we will refund the price of the Goods and/or Services in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

16.7 We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.

16.8 If Goods and/or Services have been delivered to you before you decide to cancel your Contract:

- (a) then you must return them 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;
 - (b) unless the Goods are faulty or not as described (in this case, see *clause* 16.6), you will be responsible for the cost of returning them to us. If the Goods cannot be returned by post, we estimate that if you use the carrier which delivered them to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Goods from you, we will charge you the direct cost to us of collection.
- 16.9 Because you are a consumer, we are under a legal duty to supply Goods and/or Services that are in conformity with this Contract. As a consumer, you have legal rights in relation to the Goods and/or Services that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 16 or anything else in this agreement. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

17. FORCE MAJEURE

- 17.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 17.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 17.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 7 days, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

18. GENERAL

18.1 Assignment and other dealings

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2 Notices

- (a) If you are a consumer you may contact us as described in clause 1.2.
- (b) If you are a business any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- (c) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 1.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 Severance

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.4 **Waiver** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 **No partnership or agency** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

- 18.6 **Third parties** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 18.7 **Variation** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 18.8 **Governing law** This agreement 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 the law of England and Wales.
- 18.9 **Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).



Schedule – Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Swimrite Supplies Limited trading as SRS Leisure Unit 15 Chancel Way, Halesowen Industrial Park, West Midlands, B62 8SE.

Telephone: 0121 550 2700

Email: sales@srsleisure.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate