



Terms of Sale/Use

Terms of Sale

(1) Introduction

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.

(2) Interpretation

In these terms of sale, “we” means [Goalfix Sports 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).

(3) 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:

“(i) you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; (ii) 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; (iii) 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; (iv) you will be transferred to the PayPal website, and PayPal will handle your payment; (v) we will then send you an initial acknowledgement; and (vi) 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 [describe how]. You may correct those input errors before placing your order by [describe how].

(4) The products

Aluminium portable, freestanding, fully welded and wheeled goal posts, goalnets, flexiweights, wall safety fixings

(5) 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 will 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.



From time to time we may agree to open a business customer account for you, enabling you to pay in arrears. Where you hold a customer account, then upon or following the dispatch of products, we will send to you an invoice for payment of the price of those products, and you will pay such invoice within 30 days of the date of the invoice. Accounts will be subject to such credit limits as we may notify to you from time to time.

If you do not pay any amount properly due to us under or in connection with these terms of sale on time, we may: charge you interest on the overdue amount at the rate of 8% per year above the base rate of NatWest Bank Plc from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

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

Payment for all products must be made by credit/debit card OR any method detailed on the website from time to time.

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

(6) 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 14 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 21 days of the later of receipt of payment and the date of our order confirmation.

We will only deliver products within England and Wales.

(7) 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:

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

Until ownership of the products has passed to you, you will possess the products as our fiduciary agent and bailee, you will store the products separately from other goods, will ensure that the products are clearly identifiable as belonging to us, and you will ensure that they are properly stored in a safe, dry and clean environment.

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

(8) Product warranties

We warrant to you that the products purchased from our website will:

- (a) conform in all material respects to any applicable specification of such products [published on our website / issued by us]; and
- (b) be free from material defects in materials and workmanship for a period of 1 year from the date of delivery of the products.

For the avoidance of doubt, above warranties do not cover any defect in the products arising from fair wear and tear, wilful damage, accident, negligence by you or a third party, use otherwise than in accordance with the manufacturer's or our instructions or recommendations, or any alteration carried out by you or any third party.

These terms of sale set out the full extent of our obligations and liabilities in respect of the products supplied hereunder. To the maximum extent permitted by applicable law and subject to the first paragraph of Section 13, all conditions, warranties or other terms concerning the products which might otherwise be implied into a contract under these terms of sale are expressly excluded.



(9) Returns, refunds and replacements

Products may only be returned to us with our prior agreement, at your expense, and according to our directions. Any products returned in contravention of this Section will not be the subject of any refunds or replacements and you will continue to be liable for payment of the price of such products.

Where you return products to us in accordance with the provisions of this Section, and in our reasonable opinion those products do not conform with the warranties set out in Section 8, then you will be entitled to replacement products (where replacements are available) or, where we agree, a refund of the price paid in respect of those products (including all delivery charges).

(10) Your warranties

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) the information provided in your order is accurate and complete; and
- (c) you will be able to accept delivery of the products.

(11) Your indemnity

You hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms of sale.

(12) Force majeure

In this Section 12 and Section 13 below, "force majeure event" means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products; and/or
- (c) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale, those obligations will be suspended for the duration of the force majeure event.

If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing our obligations under these terms of sale, we will notify you forthwith.

We will take reasonable steps to mitigate the effects of the any force majeure event.

(13) Limitations and exclusions of liability

Nothing in the terms of sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section [and elsewhere in the terms of sale]: (a) are subject to the preceding paragraph; and (b) 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 a force majeure event.

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.

We will not be liable to you in respect of any loss or corruption of any data, database or software.



We will not be liable to you in respect of any special, indirect or consequential loss or damage.

Our aggregate liability to you under the terms of sale will not exceed the greater of: (a) [amount]; and (b) the total amount paid or (if greater) payable by you to us under the terms of sale.

(14) Contract cancellation

We may cancel a contract to supply products made under these terms of sale immediately by written notice to you if:

- (a) you fail to pay, on time and in full, any amount due to us under any contract, or commit any material breach of your obligations to us under any contract;
- (b) you cease to trade;
- (c) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (d) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- (e) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (f) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

(15) Consequences of cancellation

Upon the cancellation of a contract in accordance with Section 14:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
- (c) all the other provisions of these terms of sale will cease to have effect, except that Sections 7 to 13 and 15 will survive termination and have effect indefinitely.

(16) Scope of these terms of sale

These terms of sale do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

(17) General terms

Images of products on our website are for illustrative purposes; actual products may differ from such images.

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.

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 13: 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.

(18) About us

Our full name is Goalfix Sports Ltd.

Our registered office is Goalfix Sports Ltd, PO Box 4754, Sheffield S11 0EU and our principal trading address is Old Doncaster Road, Wath-Upon-Deerne, Rotherham S63 7EU.

Our company registration number is 06524781.

Our email address is info@goalfixsports.com.

Our VAT number is 986 6336 64

Terms of Use

(1) Introduction

These terms of use govern your use of our website; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

If you register with our website we will ask you to expressly agree to these terms of use.

(2) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) Republish material from this website (including republication on another website);
- (b) Sell, rent or sub-license material from the website;
- (c) Show any material from the website in public;
- (d) Reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) Edit or otherwise modify any material on the website; or



- (f) Redistribute material from this website [except for content specifically and expressly made available for redistribution such as our newsletter.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

(4) Products

The advertising of products on our website constitutes an “invitation to treat” - not a contractual offer.

Prices stated on our website may be stated incorrectly.

The purchase of products via our website will be subject to our terms of sale.

We will ask you to agree to our [terms of sale] each time you purchase a product or products via our website.

(5) Product reviews

In these terms of use, “your reviews” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to us for publication on our website whether as a product review or otherwise.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your reviews in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your reviews must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law and in any jurisdiction).

Your reviews (and their publication on our website) must not:

- (a) Be libellous or maliciously false;
- (b) Be obscene or indecent;
- (c) Infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) Infringe any right of confidence, right of privacy, or right under data protection legislation;
- (e) Constitute negligent advice or contain any negligent statement;
- (f) Constitute an incitement to commit a crime;
- (g) Be in contempt of any court, or in breach of any court order;
- (h) Be in breach of racial or religious hatred or discrimination legislation;
- (i) Be blasphemous;
- (j) Be in breach of official secrets legislation;



- (k) Be in breach of any contractual obligation owed to any person;
- (l) Depict violence in an explicit, graphic or gratuitous manner;
- (m) Be pornographic or sexually explicit;
- (n) Be untrue, false, inaccurate or misleading;
- (o) Consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) Constitute spam;
- (q) Be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or
- (r) Cause annoyance, inconvenience or needless anxiety to any person.

Your reviews must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

You must not use any review to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms of use.

You must not submit any reviews to the website that are or have ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any reviews submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms of use in relation to your reviews, we do not undertake to monitor the submission of reviews to, or the publication of reviews on, our website.

(6) Limited warranties

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(7) Limitations and exclusions of liability

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law. If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by these terms of use.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

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

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.



(8) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

(9) Breaches of these terms of use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

- (a) Send you one or more formal warnings;
- (b) Temporarily suspend your access to the website;
- (c) Permanently prohibit you from accessing the website;
- (d) Block computers using your IP address from accessing the website;
- (e) Contact your internet services provider and request that they block your access to the website;
- (f) Bring court proceedings against you for breach of contract or otherwise; and/or
- [(g) Suspend and/or delete your account with the website.]

(10) Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

(11) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

(12) Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(13) Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(14) Entire agreement

These terms of use [, together with our privacy policy,] constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(15) Law and jurisdiction

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the [non-]exclusive jurisdiction of the courts of England and Wales.



(16) Registrations and authorisations

We are compliant with the appropriate British Standard for goalpost safety, supported by British Standards Institute.

Our VAT No. 986 6336 64

(17) Our details

The full name of our company is Goalfix Sports Ltd.

We are registered in England & Wales under registration number 06524781

Our registered address is Goalfix Sports Ltd, PO Box 4754, Sheffield S11 0EU

You can contact us by email to info@goalfixsports.com