

# 1 ABOUT US

**1.1** Ouch Training Team Ltd (“**Ouch**”, “**Ouch Training**”, “**we**” or “**us**”) is a company limited by guarantee and registered in England and Wales with company number 04212020. Its registered office is Unit 13c Riverside Park, Station Road, Wimborne, Dorset, BH21 1QU.

**1.2** To contact us, telephone 0800 389 13134, email us at [office@ouchtt.co.uk](mailto:office@ouchtt.co.uk) or write to us at Customer Services, Ouch Training Team Ltd, Unit 13c Riverside Park, Station Road, Wimborne, Dorset, BH21 1QU.

# 2 CONTRACT

**2.1** These terms and conditions (“**Terms**”) apply when you order any goods from us via our website ([www.ouchtraining.co.uk/shop](http://www.ouchtraining.co.uk/shop)) (or via telephone or by sending us an email) (“**Goods**”) and we supply those Goods to you (“**Contract**”). No other terms are implied by trade, custom, practice or course of dealing. You should print a copy of these Terms or save them to your computer for future reference.

**2.2** Unless you have a separate written agreement with us which sets out different terms for the order and supply of Goods between you and Ouch Training Team Ltd which specifically amends or disapplies these Terms:

(a) this Contract is the entire agreement between you and Ouch Training Team Ltd in relation to the purchase and supply of goods to you; and

(b) no terms, conditions or specifications included with your order will form part of the Contract.

**2.3** By submitting an order for Goods on our website (or by ordering on the telephone or by sending us an email), you agree to the Terms of this Contract.

**2.4** In some circumstances, you will have different rights under these Terms depending on whether you are a business customer or a consumer. You are a consumer if you are an individual and you are buying Goods from us wholly or mainly for your personal use (i.e. not for use in connection with your trade, business, craft or profession) (a “**Consumer**”).

## 3 PLACING AN ORDER AND ACCEPTANCE

**3.1** Please follow the onscreen prompts on our website to place an order. You can also telephone us or email us to place your order using the contact information set out in Clause 1.2 above. Each order is an offer by you to buy the Goods specified in your order subject to these Terms.

**3.2** Please check the order carefully before confirming it. You should take similar care when submitting your order by telephone or email. You are responsible for ensuring that your order is complete and accurate.

**3.3** After you place an order, we will confirm our acceptance to you. We will send you an email that confirms that the Goods have been dispatched (“**Dispatch Confirmation**”). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.

**3.4** If we are unable to supply you with the Goods for any reason, we will inform you of this by email or telephone and we will not process your order. If you have already paid for the Goods, we will refund you the full amount via your original payment method including any delivery costs charged as soon as possible.

## 4 OUR GOODS

**4.1** The images of the Goods on our website 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. The colour of your Goods may vary slightly from those images.

**4.2** The packaging of the Goods may vary from that shown on images on our website, or any other documentation featuring the Goods.

**4.3** Details contained on our website or any other documentation (including, without limitation, descriptions, illustrations, specifications and technical information) are as supplied by manufacturers and should be used as guidance only. Ouch Training relies on the information provided by the manufacturers and provides no guarantee that any Goods will conform exactly as described in such catalogues and on the website. You must satisfy yourself in relation to the suitability of any goods ordered.

**4.4** Unless stated otherwise, nothing on our website or displayed in any other documentation shall be taken as a representation of the origin of manufacture or production of any item (or any part thereof).

**4.5** We reserve the right to amend the specification of the Goods or withdraw the Goods from sale at any time, including if required by any applicable statutory or regulatory requirement.

## **5 PRICES AND DELIVERY COSTS**

**5.1** The prices of the Goods will be as quoted on our website at the time you submit your order and are inclusive of VAT. Ouch reserves the right to amend the prices without notice and any change in price will not affect Goods already ordered by you.

**5.2** Unless an exempt supply, all prices are subject to VAT. You are required to produce satisfactory evidence regarding the VAT status of any supply if requested by us.

**5.3** The prices of the Goods do not include delivery charges and you are responsible for these costs. For more information about delivery costs, please refer to the shipping and delivery page on our website at [Shipping and Delivery \(ouchtraining.co.uk\)](https://ouchtraining.co.uk/Shipping-and-Delivery)

## **6 PAYMENT**

**6.1** Unless otherwise agreed in writing with Ouch, you can only pay for Goods using a debit card or credit card. We accept payment by Visa and MasterCard.

**6.2** Payment for the Goods and all applicable delivery charges is in advance.

## **7 DELIVERY, RISK AND TITLE OF THE GOODS**

**7.1** Occasionally our delivery to you may be affected by a Force Majeure Event. See Clause 12 for our responsibilities when this happens.

**7.2** Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.

**7.3** It may not be possible to dispatch all the Goods ordered at the same time. Ouch reserves the right to dispatch separate items in instalments. Any failure by Ouch to notify you of a delay shall not, on its own, entitle you to terminate the Contract or withhold payment.

**7.4** You own the Goods once we have received payment, including payment of all applicable delivery charges, in full.

**7.5** If the Goods are not delivered, you must notify us as soon as possible following the anticipated dispatch date and in any event within 10 days of the invoice date. If the Goods are not delivered, our liability will be limited to providing you a full refund, via your original payment method, of the cost you paid for the Goods. However, we will not be liable to the extent that any failure to deliver was caused by a Force Majeure Event, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods.

## **8 WARRANTIES**

**8.1** The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

**8.2** We provide a warranty that the Goods are of satisfactory quality and are fit for the purpose held out by us.

**8.3** Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

## **9 REFUNDS, REPAIRS AND REPLACEMENTS OF GOODS**

**9.1** If the Goods supplied are in breach of the warranty in Clause 8.2, you are entitled to compensation as follows:

(a) Within 30 days of delivery of the Goods, you may:

(i) reject the faulty Goods and request a refund; or

(ii) request that we repair or replace faulty Goods.

(b) If the repair or replacement (i) does not work, (ii) is impossible; (iii) cannot be provided by us within a reasonable time or (iv) is not provided, you may, within 6 months from the date of the first delivery of the Goods:

(i) reject the defective goods and claim a refund; or

(ii) retain the defective Goods and receive a price reduction.

This obligation will not apply where:

(a) the Goods have been improperly altered in any way whatsoever, or have been subjected to misuse or unauthorised repair; or:

(b) in the case of their fitness for purpose, the Goods were produced in accordance with any particular specification provided by you;

(c) the damage is due to reasonable wear and tear, wilful damage, negligence or abnormal working conditions; or

(d) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or good trade practice (if applicable).

**9.2** If you reject faulty Goods, you must return the faulty Goods to us within 14 days of exercising your right to reject the Goods or request that the Goods are repaired or replaced. All returns must be accompanied by the original receipt. Before attempting to return the Goods to us you must contact our customer services team using the contact information set out in Clause 1.2 above to obtain information on how to return the Goods and a returns authorisation number. We will pay the costs of returning Goods that we consider to be faulty.

**9.3** If you request a repair or replacement, we will use our reasonable efforts to provide the repair or replacement within a reasonable time and without significant inconvenience to you. If we cannot do that, or it is disproportionate for us to repair and/or replace the Goods, we will offer you a refund via your original payment method.

**9.4** If we provide you with a replacement of any faulty Goods received by you, the replacement Goods will belong to you and the faulty Goods will belong to Ouch and

must be returned to Ouch. Any replacement Goods will be subject to these Terms following delivery.

## **10 CANCELLATION BY CONSUMERS**

**10.1** Contracts with Consumers are governed, in part, by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “**Regulations**”). Under the Regulations, if you are a Consumer who purchases Goods from our website, by telephoning us or by emailing us you are entitled to change your mind about your purchase and, subject to the terms set out in this Clause 10, cancel this Contract within 14 days without giving any reason and receive a refund via your original payment method.

**10.2** The cancellation period will expire after 14 days from the day on which you (or someone you nominate) receives delivery of the Goods unless:

(a) your Goods are split into several deliveries over different days: In this case, you will have 14 days after the day you (or someone you nominate) receives the last delivery; or

(b) your Goods are for regular delivery over a set period: In this case, you will have 14 days after the day you (or someone you nominate) receives the first delivery of the Goods.

**10.3** Your right as a Consumer to change your mind does not apply in respect of: (a) products sealed for health and hygiene purposes once these have been unsealed after you receive them; and (b) any products which become mixed inseparably with other items after their delivery.

**10.4** To end the Contract with us, please email our customer services at [office@ouchtt.co.uk](mailto:office@ouchtt.co.uk). You can also write to us at Customer Services, Ouch Training Team Ltd, Unit 13c Riverside Park, Station Road, Wimborne, Dorset, BH21 1QU. Please provide your name, address, details of the order and your contact details (phone number and email address).

**10.5** You must return the Goods within 14 days of telling us you wish to end the Contract. Before attempting to return the Goods to us you must contact our customer services team using the contact information set out in Clause 1.2 above to obtain information on how to return the Goods and a returns authorisation number. You

must pay the cost of returning the Goods to us (unless the Goods are considered by us to be faulty or you have received the incorrect Goods). You will receive a refund for the Goods returned to us without undue delay and not later than 14 days after the day we receive back from you any Goods supplied or (b), if earlier, 14 days after the day you provide evidence that you have returned the Goods. We will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

## 11 CANCELLATION BY OUCH

**11.1** We may end the Contract for a Good at any time by writing to you if: (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods, for example, supplying a correct delivery address; or (c) you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us.

## 12 FORCE MAJEURE

**12.1** Ouch will not be liable or responsible for any failure or delay or for the consequences of any failure or delay in performance of any of our obligations under this Contract if it is due to any event beyond our reasonable control, including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest explosion, an act of terrorism, national emergencies and pandemics (“**Force Majeure Event**”).

**12.2** If a Force Majeure Event takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects our delivery of Goods to you, we will arrange a new delivery date for the Goods with you after the Force Majeure Event is over.

**12.3** If the Contract is affected by a Force Majeure Event which has continued for more than 60 days, either you or Ouch may cancel the Contract by giving notice in writing to the other. Both you and Ouch must take all reasonable steps to mitigate any loss caused by the Force Majeure Event.

## **13 LIABILITY**

**13.1** Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or in respect of the implied warranties contained in the Sale of Goods Act 1979 or the Consumer Rights Act 2015 or any other liability that cannot be limited or excluded by law.

**13.2** Subject to Clause 14.1, under no circumstances will Ouch be liable, whether in contract, tort (including negligence, breach of statutory duty, restitution or otherwise) for any damage or direct, indirect, or consequential loss (all three of which terms include, without limitation, pure economic loss or loss of profits, sales, business, revenue, depletion of goodwill and like loss) howsoever caused.

**13.3** Subject to Clauses 14.1 and 14.2, Ouch's total liability to you for all losses arising under or in connection with the Contract will be limited in all circumstances to the amount paid for the Goods concerned.

## **14 DISPUTES**

**14.1** Please contact us as soon as possible if you have a complaint. If you do have a complaint, both you and Ouch shall use their reasonable endeavours to resolve it as soon as practicable.

**14.2** You can contact us using the contact details below if you have a complaint:  
Customer Services Ouch Training Team Ltd, Unit 13c Riverside Park, Station Road,  
Wimborne, Dorset BH21 1QU. Telephone: 0800 389 1314 Email:  
office@ouchtt.co.uk

**14.3** If we cannot resolve the complaint within 30 days of it being received, then you and Ouch shall act in good faith to agree on and implement a method of alternative dispute resolution.

**14.4** If the parties fail to agree on an alternative dispute resolution method within 60 days, the parties confirm that the dispute will then become subject to the exclusive jurisdiction of the English Courts.

## **15 DATA PROTECTION**

**15.1** Each party undertakes to comply at all times with the Data Protection Act 2018 and the General Data Protection Regulation (2016/679) (together “**Applicable Data Privacy Laws**”) or any other applicable legislation in force at the time to the extent it processes any personal data on behalf of the other (such other party being known as the “**Processor**”, as defined in Applicable Data Privacy Laws). "Personal data" shall have the meaning given in Applicable Data Privacy Laws or any other applicable legislation in force at the time. Each Processor shall:

- (a) process personal data only on documented instructions from the other party.
- (b) before commencing the processing, inform the other party if, in the Processor’s reasonable opinion, any instruction given by the other party to the Processor infringes the Applicable Data Privacy Laws;
- (c) ensure that its employees and sub-contractors authorised to process personal data are subject to binding confidentiality obligations in respect of the personal data;
- (d) taking into account the Processor’s IT systems’ capabilities, the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the potential risk to data subjects in light of the nature of the personal data, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including to the extent appropriate.
- (e) only engage another processor (being a sub-processor) with the other party’s prior specific written authorisation, and if consent is granted ensuring it enters in each into a legally binding written agreement that places obligations that are the same or substantially similar to as those set out in this Clause 16.1 on the sub-processor, provided that if the sub-processor fails to fulfil its data protection obligations the Processor shall remain fully liable to the other party for the performance of the sub-processor’s obligations;
- (f) in each case at the other party’s reasonable request and cost:

(i) assist it in ensuring compliance with its security, data breach notification, privacy impact assessment and supervisory authority consultation obligations under Applicable Data Privacy Laws, taking into account the nature of processing and information available to the first party;

(ii) delete or return all personal data and existing copies to the other party at the end of the provision of the Goods; and (iii) provide the other party with all information necessary to the extent required to enable that party to demonstrate its compliance with its obligations imposed by Applicable Data Privacy Laws under the Contract.

**15.2** You shall ensure that you have all consents and notices in place that are necessary to enable lawful transfer of the personal data to Ouch Training for the duration and purposes of the Contract.

**15.3** The parties acknowledge that the privacy policy of Ouch available at [Privacy-Policy.docx \(live.com\)](#) sets out a description of the nature and purpose of the processing carried out by Ouch under the Contract, and the type of personal data and categories of data subjects contained in the personal data.

**15.4** For the avoidance of doubt, neither party (nor its agents or sub-contractors) shall acquire any rights in any of the other's personal data and shall only be entitled to process it in accordance with its contractual obligations. On termination of the Contract each party (or its agents or sub-contractors) shall immediately cease to use the same.

## **16 INTELLECTUAL PROPERTY**

**16.1** Each party confirms that it owns, or has all necessary rights in the use of, all intellectual property in relation to the Goods (and the related website, catalogues related documentation) and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with the originating party, unless otherwise agreed in writing between the authorised representatives of you and Ouch.

## **17 FREEDOM OF INFORMATION**

**17.1** Freedom of Information procedure

Where you, as purchaser, are a Public Authority as defined in the Freedom of Information Act 2000 (“**the FOIA**”) you agree to notify Ouch Training immediately if you receive any FOIA request for information regarding Ouch Training or its business, and you agree to consult with Ouch regarding the application of any exemptions under the FOIA in relation to such request. Ouch agrees to co-operate with you in relation to the FOIA.

## **18 NOTICES**

**18.1** When we refer to "in writing" in these Terms, this includes email.

**18.2** Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by courier or pre-paid first class post, or email. Our contact details are set out in Clause 1.2.

**18.3** A notice or other communication is deemed to have been received:

- (a) if delivered in person, at the time of delivery at the proper address;
- (b) if delivered by courier or pre-paid first class post, when it has been left at the relevant address or two business days after being deposited with the courier or post shop, delivery pre-paid in a correctly addressed envelope; or
- (c) if sent by email, when received in legible form.

## **19 GENERAL**

**19.1 Consumer rights:** None of these Terms shall affect a Consumer’s rights and remedies under the Consumer Rights Act 2015 or any other applicable consumer law.

**19.2 Termination:** The termination of this Contract howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The clauses which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

**19.3 Third party rights:** A party who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of these Terms.

**19.4 Assignment:** Neither party shall be entitled to assign or transfer any of its rights or obligations under the Contract without prior written agreement of the other (which shall not be unreasonably withheld or delayed) save that Ouch shall be entitled to assign or transfer any of its rights or obligations under the Contract to any affiliate of Ouch.

**19.5 Waivers:** No failure or delay by a party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

**19.6 Partial invalidity:** If any clause of these Terms or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from these Terms and will be ineffective without, as far as is possible, modifying any other clause or part of these Terms and this will not affect any other provisions of these Terms which will remain in full force and effect.

**19.7 Variation:** Ouch reserves the right to update these Terms from time to time. We will publish the updated Terms on our website in the case of any amendments.

**19.8 Governing law and jurisdiction:** The Contract and any non-contractual obligations arising out of or in connection with it is governed by English law and subject to Clause 14, the courts of England and Wales shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.