



Standard Terms and Conditions for Sales to CONSUMERS

We take pride in what we do and we want you to be delighted with your Chase Cricket products. If you have any questions or queries, please do get in touch with us at:

info@chasecricket.co.uk

01256 397499

The Calving Barn, Dummer Down Farm, Dummer, Hampshire, RG25 2AR

Please read these Terms carefully

When we accept your Order that creates a legally binding agreement between us, so it is really important that you read these Terms carefully. If you have any questions about these Terms or our website please telephone us on 01256 397 499. If you do require any changes to our Terms please make sure that you ask for them in writing from us. In that way we can avoid any problems surrounding what you and we are expected to do.

We intend that these Terms apply only to a Contract entered into by you as a Consumer, that is an individual acting for purposes which are wholly or mainly outside his/her trade, business, craft or profession. If this is not the case for you, you must tell us, so that we can provide you with a different set of terms and conditions which are more appropriate for you.

For our standard terms and conditions for sales to Business customers please contact us by email on info@chasecricket.co.uk.

NB Nothing in these terms affects your statutory rights as a Consumer. For more information regarding your rights please contact your local Citizens Advice Bureau.

1. Definitions and Interpretation

In these Terms the following words have these meanings:

Bespoke Goods	means Goods which are made to your Specification or are clearly personalised such as a cricket bat made to your Specification or embroidered or printed equipment ;
Consumer	means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

Contract	means the legally binding agreement between you and is for the sale and purchase of Goods which incorporates these Terms;
Delivery Address	means the location where the Goods are to be sent as set out in the Order;
Event Outside Our Control	means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks;
Goods	means any goods that we supply to you of the number and description as set out in the Order;
Order	Means your order for the Goods from us, as set out in the confirmation of order form emailed to you by us;
Specification	means the description, customisation or specification of the Goods as requested by you;
“we”, “us” or “our”	means Chase Cricket Limited registered in England and Wales with number 06402159 with registered office address at Dummer Down Farm, Dummer, Hampshire RG25 2AR;

2. Application of these Terms and Contract Formation

- a) When you place an Order to purchase Goods from us via our website, by telephone or in person you are making a binding offer to purchase those Goods in accordance with these Terms.
- b) We can reject any Order if we wish for any reason although we will always try to tell you promptly the reason for our decision, which will be due to insufficient stock or materials, a price or description mistake, inability to obtain your payment, or some other genuine and fair reason.
- c) If you are purchasing Goods via our website a Contract will be formed for the Goods you have ordered only on our sending you an email saying your Order has been accepted or, if earlier, our delivery of the Goods to you. If you are purchasing Goods in person, a Contract will be formed upon payment for the Goods.

- d) No variation of the Contract, whether about price or otherwise, can be made afterwards unless the variation is agreed by you and us in writing and signed by each of us.
- e) We intend that these Terms apply only to a Contract entered into by you as a Consumer. If this is not the case for you, you must tell us, so that we can provide you with a different set of terms and conditions which are more appropriate for you.
- f) In making the Contract, we are acting only on our own behalf.

3. Description and Specification of Goods

- a) Due to the nature of some of our products (e.g. cricket bats), and the fact that each bat is hand-crafted from separate batches of materials we cannot guarantee that all photographs and illustrations will be precisely accurate. Similarly, the colours and textures of products may appear differently on different technology.
- b) If you do receive any Goods that do not conform to illustrations or photographs you may return those Goods in accordance with paragraph 11.

4. Prices and Payment

- a) The prices, and any additional delivery or other charges and any other costs will be as set out on our website at the time of your Order or as notified to you at the time of your Order.
- b) The prices include VAT at the rate applicable at the time of your Order, but exclude delivery costs which will be added to the total amount due.
- c) You must make payment for the Goods by submitting your credit or debit card details with your Order and we will take payment immediately.

5. Delivery

- a) Subject to any Events Outside Our Control, we will deliver the Goods to the Delivery Address without undue delay and in any event, not more than 14 days after the day on which the Contract is made.
- b) When we send you an Order confirmation we will provide an estimated delivery date, which may vary according to various factors including: your location, stock levels and Events Outside Our Control. Please see paragraph 10 for details of our responsibilities when an Event Outside Our Control arises.
- c) If you have asked to collect the Goods from our premises you may do so at any time during our working hours of 9.00am to 5.30pm Monday to Friday or 9.00am to 2.00pm Saturday.

- d) If we do not deliver the Goods on time you can (in addition to any other of your remedies) treat the Contract at an end if:
 - We have refused to deliver the Goods, or if you told us before the Contract was made that delivery on time was essential; or
 - After we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
- e) If you treat the Contract at an end pursuant to paragraph 5(d) we must (in addition to any other remedies) promptly return all your payments made under the Contract.
- f) Delivery of an Order shall be completed when we deliver the Goods to the Delivery Address you gave us or when you collect the Goods from us. The Goods will be your responsibility from completion of delivery.
- g) If we are unable to deliver the whole of the Order at one time due to operational reasons or stock shortages, we may deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask us to deliver the Order in instalments we may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- h) You will own the Goods once we have received payment in full.

6. If the Goods are Faulty

- a) As a Consumer, you have legal rights in relation to Goods that are faulty or not as described. Nothing in these Terms will affect these rights.
- b) If you discover that the Goods or part of them is faulty please inform us as soon as reasonably practicable (preferably in writing to Chase Cricket Ltd, Calving Barn, Dummer Down Farm, Dummer, Hants, RG25 2AR) and return the Goods together with your proof of purchase to request a refund. In this instance we will cover the cost of returning the faulty Goods to us.
- c) Please note that your remedy (repair, refund, replacement) will vary depending upon when you notify us that the Goods are faulty.
- d) Please also note that faults or damage caused by normal wear and tear or improper use/treatment do not entitle you to a return under this paragraph.

7. Excluding Liability

We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under law, fraud or fraudulent misrepresentation. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both you and us at the time when the Contract was made, or (ii) loss which relates to your business, trade, craft or profession to the extent that it would not be suffered by a buyer who is a Consumer. This is because we understand that you are not buying

the Goods wholly or mainly for the purposes of your business, trade, craft or profession.

8. Data Protection and Privacy

- a) We will collect and process your personal data for the purposes of the Contract, and, if you give your consent, to tell you about our products and services, all in accordance with our privacy policy which can be found here <https://www.chasecricket.co.uk/privacy-policy/>.
- b) We will not pass your personal data to any third party.

9. Complaints and Governing Law and Jurisdiction

- a) We will always try to avoid any dispute and make sure you are happy with your Goods. Please contact: 01256 397499 or info@chasecricket.co.uk for all after-sales queries.
- b) This Contract will be governed by the laws of England and Wales. Any disputes can be submitted to the jurisdiction of the courts of England and Wales or where you live in Scotland or Northern Ireland.

10. Events Outside Our Control

- a) We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under these Terms that is caused by an Event Outside Our Control.
- b) If an Event Outside Our Control occurs that affects the performance of the obligations under these Terms:
 - We will contact you as soon as reasonably practical to notify you; and
 - Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control or such reasonable period taking into account all relevant circumstances. Where an Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date for as soon as possible.
- c) You may cancel the Contract if an Event Outside Our Control takes place and you no longer wish us to supply the Goods. For further information on your cancellation rights please see paragraph 11 below. We will only cancel the Contract if the Event Outside Our Control continues for longer than six (6) weeks.

11. Cancellation and Returns

Please note that this paragraph does not apply to Bespoke Goods. Please see paragraph 13 for our terms relating to Bespoke Goods.

a) Goods purchased in Person at our premises

If you change your mind you may return Goods purchased at our premises up to 14 days from the date of purchase. Any such return must be made in person at our premises or at your expense via your chosen delivery service to our premises (to arrive within the 14 day period). Provided the Goods are in original packaging and in undamaged condition and accompanied by your proof of purchase we will refund to you the price you paid for those Goods. Any delivery charges will not be refunded in this instance.

b) Goods purchased via our website or telephone

If the Contract is made via our website or over the telephone you will have the following cancellation rights but please note these rights **DO NOT apply to Contracts for Bespoke Goods**:

- You have the right to cancel this Contract within 14 days of Delivery without giving any reason.
- The cancellation period will expire after 14 days from the day on which the Goods are delivered to the Delivery Address.
- To exercise the right to cancel, you must inform us: Chase Cricket Limited, Calving Barn, Dummer Down Farm, Dummer, Hampshire RG25 2AR, 01256 397499, info@chasecricket.co.uk of your decision to cancel this Contract by a clear statement setting out your decision (e.g. via email or letter). It is not a legal requirement that you inform us in writing, however, you may need to give evidence of when cancellation was made, so it might be best to do it using our Model Cancellation Form (see below) and sending it to us at Chase Cricket Limited, Calving Barn, Dummer Down Farm, Dummer, Hampshire RG25 2AR, or via email at info@chasecricket.co.uk You should also include your proof of purchase with this notification.
- Once we receive your notice of cancellation (via whichever means you choose) and proof of purchase we will send you an acknowledgement of receipt of cancellation by email.

12. Effects of Cancellation (where cancelling pursuant to 11(b) and NOT due to Faulty Goods)

- a) If you cancel the Contract pursuant to paragraph 11(b), you must send back the Goods or hand them over to us, together with proof of purchase at our premises at Calving Barn, Dummer Down Farm, Dummer, Hampshire RG25 2AR during business hours without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of the Contract.
- b) Upon safe receipt of undamaged Goods sent in accordance with 12(a) above in their original packaging together with proof of purchase, we will within 14 days reimburse to you all payments received in relation to the Goods together with original Delivery costs (however if you chose an enhanced delivery service (e.g. Next Day) you will only receive reimbursement of basic delivery costs). **PLEASE NOTE that you will not be reimbursed for the cost of returning the Goods to us.**

- c) We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (ie handling of Goods beyond what is reasonably allowed in a shop).
- d) Reimbursement will be made using the same method of payment you used for the initial transaction.

13. Bespoke Goods

We will always endeavour to accommodate your specifications and customisations where possible. If you are using our Bespoke Goods service we would like to emphasise that once we have commenced work on these Goods they are non-returnable unless they are faulty. **This means that the cancellation rights in paragraph 11 do not apply to Bespoke Goods.**

14. Other Important Terms

- a) We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
- b) This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- c) Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- d) If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

15. Information About Us and How to Contact Us

- a) Chase Cricket Limited is a company registered in England and Wales. Our company registration number is 06402159 and our registered office is at Dummer Down Farm, Dummer, Hampshire RG25 2AR. Our registered VAT number is 921 6587 14.
- b) If you have any queries at all please contact us on:

Telephone: 01256 397 499

Email: info@chasecricket.co.uk

Mail: Chase Cricket Ltd, Calving Barn, Dummer Down Farm, Dummer, Hants, RG25 2AR

Model Cancellation Form

**To: CHASE CRICKET LIMITED, Calving Barn, Dummer Down Farm, Dummer, Hampshire
RG25 2AR, info@chasecricket.co.uk**

**I/ We *{Insert full name}* hereby give notice that I/We cancel my/our contract of sale of
the following Goods.**

Order Number:

Date of Order:

Name of Customer:

Address of Customer:

Customer Number:

Date of Cancellation Notice: