The following terms and conditions (together with the documents referred to in them) apply to all transactions for the supply of sports wheelchairs and other goods offered for sale by us from time to time (Products). Please read these terms and conditions carefully before ordering any Products from us. You should understand that by ordering any Products from us, by whatever means, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. INFORMATION ABOUT US

1.1 We are Motivation Direct Ltd (Motivation), a company registered in England and Wales under company number 07003107 and with our registered office at Brockley Academy, Brockley Lane, Backwell, Bristol, BS48 4AQ. We are a private company limited by guarantee. Our VAT number is 997321676.

1.2 Motivation gives all its profits to The Motivation Charitable Trust, a registered charity in England and Wales under charity number 1079358 and a company limited by guarantee registered in England & Wales under company number 3916496. The Motivation Charitable Trust is an international disability and development organisation working in low-income countries to enhance the quality of life of people with mobility disabilities.

2. INTERPRETATION

2.1 Unless otherwise specified in these terms and conditions:
   (a) “we”, “our” and “us” refer to Motivation;
   (b) the singular includes the plural and vice versa;
   (c) references to clauses are to clauses in these terms and conditions;
   (d) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted; and
   (e) headings to clauses are for convenience only and do not affect the interpretation of these terms and conditions.

3. YOUR STATUS

By placing an order with us, you warrant that:
   (a) you are legally capable of entering into binding contracts; and
(b) you are at least eighteen (18) years old.

4. **PRICE AND PAYMENT**

4.1 The price of the Products and our delivery charges will be as quoted by us from time to time.

4.2 Product prices are quoted inclusive of Value Added Tax ("VAT") at the UK standard rate in force from time to time. By placing an order you agree to pay us the UK VAT inclusive price unless:

(a) you complete a valid declaration of eligibility for UK VAT relief and return it to us prior to our acceptance of your purchase order;

(b) you specify a delivery address in a European Union country outside the UK and provide evidence that you are registered for VAT in that country;

(c) you specify a delivery address in a European Union country outside the UK in which you are not registered for VAT but where we are registered for VAT; or

(d) your delivery address is outside the European Union,

in which case you agree to pay us the price of the Products exclusive of the UK VAT element. Further, if 4.2(c) applies, you agree to pay us, in addition to the UK VAT-exclusive price, an amount equal to the VAT on the Products you have ordered at the local rate in force from time to time.

4.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders we have already accepted and confirmed to you in writing.

4.4 We accept card payments by MasterCard, Maestro or VISA only. A two (2) per cent additional fee applies to all credit card transactions. All other payments must be by cheque, postal order or bank transfer.

5. **ORDERING PROCEDURE**

5.1 To order Products from us you must submit a purchase order to us by e-mail. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us. The contract between us (**Contract**) will only be formed and become binding when we accept and confirm your purchase order, or a part thereof, to you in writing (including by email).

5.2 When you receive written confirmation of your purchase order from us you should promptly check it to ensure that the Products specified therein match those that you ordered and promptly report any mistakes or omissions to us. Failure to do so may result in delay and/or additional expense as set out in clause 8.3.
5.3 Each purchase order shall be deemed to be a separate offer by you to purchase Products in accordance with these terms and conditions, which we shall be free to accept or decline, in whole or in part, at our absolute discretion.

5.4 The Contract will relate only to the Products which have been confirmed by us in writing. We will not be obliged to supply any Products which may have been part of your purchase order unless we confirm this to you in writing.

5.5 Any changes to the specification of the Products which have been confirmed by us in writing or agreed variation to these terms and conditions will only be binding if we confirm this to you in writing.

6. **DELIVERY**

6.1 We will specify an estimated delivery period in our response to your initial enquiry. We will also use our reasonable endeavours to arrange for the dispatch of the Products which have been confirmed by us in writing within twenty (20) Business Days following receipt of full payment, including delivery charges. Occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of any unexpected delay and will arrange a new delivery date with you. Please allow extra time for deliveries outside of the UK. Delivery dates are approximate only and late delivery will not entitle you to terminate the Contract.

6.2 We will arrange for transport of the Products which have been confirmed by us in writing to the delivery address specified by you. Products will not be left without a signature accepting receipt.

6.3 The delivered Products will be at your risk from the time of delivery.

7. **INSPECTION ON DELIVERY**

7.1 On receipt of the delivered Products you must promptly check them and report any:

   (a) manufacturing defects;
   (b) damage;
   (c) shortage or excess in quantity; or
   (d) discrepancy in the size or model.

You must notify us in writing of any defect to the delivered Products which is clearly visible when received within two (2) Business Days of receipt. Any other problems with the delivered Products must be notified to us in writing within eight (8) Business Days of receipt. If we do not receive written notification before 5.00pm on the eighth
(8th) Business Day following receipt of the delivered Products, they will be deemed to comply with the Warranty (if applicable) and full delivery will be deemed to have been made.

8. **RETURNS**

8.1 If you are contracting as a person who qualifies as a consumer for the purposes of the UK Consumer Protection (Distance Selling) Regulations 2000 (SI 2000/2334):

(a) You may cancel a Contract for any reason at any time within seven (7) working days, beginning on the day after you received the delivered Products. In this case, we will refund the price paid for the delivered Products in full, and any delivery charges you have incurred in relation to the delivery of the delivered Products to you.

(b) To cancel a Contract in accordance with this clause 8.1 you must inform us in writing. You must also return the delivered Products to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the delivered Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

(c) We will process the refund due to you as soon as possible and, in any case, within 30 days of the day we receive your written notice of cancellation.

(d) This provision does not affect your other statutory rights as a consumer.

8.2 If you allege that the delivered Products are defective, faulty or do not comply with the relevant Product specifications, or if you are making a Warranty claim you must:

(a) promptly complete and deliver to us a damage report in the specified form (available from us on request) detailing such information (together with photographic evidence if necessary) as is necessary to enable us to arrange for a fault assessment to be undertaken; and

(b) if we request in writing, return the delivered Products to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the delivered Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

To the extent that the delivered Products are covered by the Warranty, and it is determined by us or the manufacturer that the fault is a manufacturing fault, we will arrange for a product replacement, repair or refund as selected by you (and confirmed by us in writing) within a reasonable period of time. In the case of a refund, we will usually process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day we confirmed to you in writing that you were entitled to a refund. We will refund the price of defective Products in full, any applicable delivery charges and any reasonable costs you incur in returning the defective Products to us.
If you allege that the delivered Products are not of the correct quantity, size or model you must:

(a) promptly inform us in writing detailing such information (together with photographic evidence if necessary) as is necessary to enable us to verify that the quantity, size or model of delivered Products do not match those specified by you in your purchase order; and

(b) return the relevant delivered Products to us as soon as possible, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the delivered Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

In the event that it is determined by us that we are at fault in the delivery of the wrong quantity, size or model of Products, we will arrange for the delivery of replacement Products at our expense within a reasonable period of time and will refund any reasonable costs you incur in returning the incorrect Products to us. In the event that it is determined by us that you are at fault in the delivery of the wrong quantity, size or model of Products, we will arrange for the delivery of replacement Products within a reasonable period of time and you will be liable for any costs that you incur in returning the incorrect Products to us and for the delivery charges incurred in our sending the replacement Products to you.

Except as outlined in clauses 8.1, 8.2 and 8.3 above, no delivered Products will be replaced or refunded by us and we will not have any responsibility or liability for any default or damage to any of the delivered Products.

**9. DISCONTINUED OR IMPROVED PRODUCTS**

9.1 We reserve the right to:

(a) discontinue the manufacture or supply of any Products; or

(b) make changes or improvements to any Products,

without incurring any obligation or liability to you or any third parties.

**10. SPORTS WHEELCHAIR WARRANTY**

10.1 Subject to clauses 10.2 and 10.3, we warrant each new Motivation sports wheelchair frame and component (excluding tyres, inner tubes, push handles, bushings, bearings, axles and spokes) purchased from us against defects in workmanship and materials for a period of twelve (12) months from the delivery date (the *Warranty*).

10.2 Limitations of the Warranty set out in clause 10.1:
(a) the Warranty is limited to the repair or replacement of a defective Motivation sports wheelchair frame and/or component(s) during the Warranty period at our absolute discretion;

(b) any part repaired or replaced under the Warranty will be covered for the remaining period of the Warranty of the Motivation sports wheelchair;

(c) the Warranty applies only to the original owner (that is the person who bought the Motivation sports wheelchair direct from us) and is not transferable to subsequent owners of the Motivation sports wheelchair; and

(d) the Warranty excludes Motivation sports wheelchairs used for competition, hire or rental.

10.3 The Warranty in clause 10.1 does not cover:

(a) normal wear and tear;

(b) improper assembly, operation, maintenance or storage;

(c) modification or installation of parts and accessories not originally intended for or compatible with the Motivation sports wheelchair as sold;

(d) damage that is the result of accident, abuse, misuse, collision impact or negligence; and

(e) repairs made to any part other than repairs made by us.

10.4 If you are contracting with us as a consumer this Warranty is in addition to your legal rights in relation to the delivered Products.

10.5 The procedure for making a Warranty claim is as set out in clause 8.2.

11. COMPLAINTS

11.1 If you have a complaint you should write to Motivation Direct Ltd at Brockley Academy, Brockley Lane, Backwell, Bristol, BS48 4AQ or e-mail us at sports@motivation.org.uk.

11.2 We will acknowledge any complaints in writing within five (5) working days of receipt and provide a likely timescale for resolving the issue (if appropriate). We will also keep you informed about the progress of your complaint.

12. OUR LIABILITY

12.1 Subject to clause 12.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the relevant Products and, subject to clause 12.2, any losses that you suffer as a result of our failure to comply (whether
arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

12.2 Subject to clause 12.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

(a) loss of income or revenue;
(b) loss of business;
(c) loss of profits;
(d) loss of anticipated savings;
(e) loss of data; or
(f) waste of management or office time.

However, this clause 12.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 12.2.

12.3 Nothing in this agreement excludes or limits our liability for:

(a) death or personal injury caused by our negligence;
(b) fraud or fraudulent misrepresentation;
(c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
(d) defective products under the Consumer Protection Act 1987;
(e) any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
(f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

13. **IMPORT DUTY**

13.1 If you order Products from us for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

13.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.
14. **Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us will be mainly electronic (generally by e-mail or fax). For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15. **NOTICES**

All notices given by you to us must be either by letter to Motivation Direct Ltd at Brockley Academy, Brockley Lane, Backwell, Bristol, BS48 4AQ or by e-mail to sports@motivation.org.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served twenty four (24) hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

16. **TRANSFER OF RIGHTS AND OBLIGATIONS**

16.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.

16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17. **EVENTS OUTSIDE OUR CONTROL**

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (*Force Majeure Event*).

17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) strikes, lock-outs or other industrial action;
(b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

(c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

(d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

(e) impossibility of the use of public or private telecommunications networks; and

(f) the acts, decrees, legislation, regulations or restrictions of any government.

17.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

18. WAIVER

18.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

18.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

18.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 15 above.

19. SEVERABILITY

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20. ENTIRE AGREEMENT

20.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions,
correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

20.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

20.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

20.4 Nothing in this clause limits or excludes any liability for fraud.

21. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

21.1 We reserve the right to revise and amend these terms and conditions from time to time as necessary.

21.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

22. THIRD PARTY RIGHTS

22.1 A person who is not party to these terms and conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

23. LAW AND JURISDICTION

Contracts for the purchase of Products from us and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.