

## Pure Golf Store

### Terms and Conditions

Pure Golf Store and Ravenmeadow Golf Centre are one and the same and trade from Hindlip Lane, Claines, Worcestershire, WR3 8SA and are owned by Leaver Golf Management Ltd Registered office: Summit House, Wanstead, London, E11 2AA ("us", "we", "our") and contract with you the consumer ("you", "your", "yourself") for the sale of golf equipment in accordance with the Conditions below.

1. All orders confirmed then accepted by us are subject to these conditions and no contract is deemed to be in place until we have accepted your order. An order is not accepted until your payment is processed and we can verify that the item is in stock, we will then notify you of our acceptance or otherwise.

2. Payment shall be made at the time the order is placed. Payment may be made by major credit/debit card (Switch, Maestro, Visa, Mastercard) .Goods can be collected by arrangement with payment being made on collection by card or cash. Goods will not be despatched until we are in receipt of cleared funds, usually 7 days for cheques. We reserve the right at any time to correct clerical omissions and errors without any liability on our part.

3. We reserve the right at any time prior to confirmation, to refuse any order or part of an order, or to require further or better information to enable us to evaluate and/or process the order. If you wish to cancel your order or return the goods please see the further terms below.

4. All prices are quoted in pounds Sterling and do not include cost of delivery and packaging.

5. Ownership of the goods delivered or to be delivered by us will only transfer to you when the goods have been delivered to you and we have received cash or cleared funds in full payment.

6. For mainland UK delivery will normally be made by Courier or Royal Mail or Parcel Force within 5 working days after the order is accepted.

7. Freight and Packaging outside the UK Mainland is charged as agreed at the time the order is confirmed with individual orders dependant on destination and weight. If the goods are subject to import duties and/or taxes on delivery overseas these costs will be solely borne by you.

8. Time for delivery will not be of the essence. We shall use reasonable endeavours to deliver by the date specified but we shall not be under any liability for delay or the consequences thereof however caused or non delivery of the goods. We will take reasonable steps to notify you within 14 days of order confirmation goods will not be shipped as ordered.

9. When goods are delivered to you, you should carefully check the contents and if you believe there are shortages, incorrect goods or if

there is any damage to the goods in transit, you must report these within 7 working days of receipt and this must be confirmed in writing or email and any damaged goods returned to us, this will normally be arranged by us via our Courier service at our cost. The item will then be replaced free of charges including any postage once the item has been returned and the damage confirmed and accepted by either us or our Courier.

10. With regard to return of unused goods only. You may cancel any order made by you at any time within 30 days of receipt and return the goods. You must notify by email (see Contact us) if you wish to return the goods. Return shipping costs will only be refunded if we have supplied incorrect or faulty goods. This condition shall not apply if the goods are sealed and sealing has been removed or the goods have been personalised/custom made for you specifically. The returned goods should be accompanied by a letter stating your name, address order number and explaining the reason for the return. Any returned item lost damaged or defaced in transit will not be credited. Goods returned must be in the same condition that they were in when despatched to you. Please retain any proof of delivery as we cannot accept responsibility for goods returned until signed for by us.

11. All new goods come with a 12 month guarantee backed by the manufacturer.

12. While every effort when advertising will be made to portray goods accurately slight variations may occur. All measurements quoted are appropriate and the colours are as accurate as photographic processes will reasonably allow... Please note there may be slight variations in colour due to equipment limitations.

13. Subject to condition 14 and to the full extent permitted by law we exclude all liability for any loss, damage or expense however suffered or incurred by you as the direct or indirect result of the goods either not being of satisfactory quality or fit for any purpose or conforming to any description and you hereby irrevocably waive all rights and or remedies which you may have or have had in respect of such loss damage or expense in respect of any breach or default of any warranty implied by statute, equity or common law concerning the quality fitness for purpose or description of the goods. We shall not be liable for incidental or consequential damages for any breach hereof.

14. Condition 13 does not apply to the extent that such exclusions or limitations are not permitted by law. Nothing in these conditions shall limit our liability in respect of death or personal injury caused by our own negligence.

15. Subject to condition 14 our entire liability under or in connection with any order or the goods shall not exceed the price of the goods.

16. If any provision of this agreement is held to be invalid or unenforceable in whole or part the validity of the other provisions shall not be affected.

17. We shall not be liable to you for any delay or failure to perform our obligations hereunder which is due to causes or circumstances beyond

**our reasonable control including acts of civil or military authority, national emergencies, fire or flood, strikes, lock outs and other industrial disputes, acts of God, war or riots, actions or omissions of third parties.**

**18. No delay neglect or forbearance on our part in enforcing its rights against you shall be construed as a waiver or in any way prejudice any of our rights hereunder.**

**19. This agreement shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have non exclusive jurisdiction in connection with any dispute arising out of or in connection with it and to which jurisdiction you irrevocably submit.**

**Privacy.**

**1. When you enter information on our site we collect it. We use the information to provide the requested supplies and service, to communicate with you and to enforce our terms and conditions.**

**2. We do not disclose the information collected except to Banks/Card Service Providers in order to process your payment.**

**3. We do not send spam or unsolicited advertising, nor do we pass your information to those who do.**