

## **TFNation® Merchandise Sales Terms and Conditions**

### **Preamble**

All TFNation Ltd (hereafter TFNation®) merchandise purchases are subject to the following terms and conditions. Please read them carefully. By ordering merchandise you confirm that you have read, understood and accepted the terms and conditions as presented here in their entirety.

### **1. Governing Law of this agreement**

- 1.A. The TFNation® Terms and Conditions and our agreement with you under them, shall be governed by English Law.
- 1.B. TFNation® agrees to submit to the exclusive jurisdictions of the English Court for the determination of any dispute between TFNation® and a customer.
- 1.C. These Terms and Conditions, though they make specific reference to internet based purchases, should be construed so far as is possible as applying to both internet based purchases and purchases made from the official TFNation® registration desk during the course of a TFNation® event.
1. D. With reference to paragraph 1.C, TFNation® wishes for its customers to understand that when making purchases, you as a consumer hold certain rights;
  - 1.D.1. When making purchases online (such as from the TFNation® website), your rights are predominantly protected by the *Consumer Contract Regulations 2013*.
  - 1.D.2. When making purchases in person at a regular place of purchase (such as from the TFNation® registration desk at a TFNation® event) your rights are predominantly protected by the *Consumer Rights Act 2015*.
  - 1.D.3. For ease of explanation, and in an attempt to ensure all of our customers benefit from equal protection regardless of their point of purchase, TFNation® has used it's discretion to come to amalgamate the spirit of both the aforementioned Regulations and Act. Where a conflict exists (such as the amount of time a customer has to return an

item) TFNation® has chosen to adopt whichever timeframe is the most consumer friendly.

## **2. Your financial details**

- 2.A. TFNation® does not record your financial information, nor does it share any information about you with any third parties without your prior consent. For further information please refer to the TFNation® Privacy Policy.

## **3. Postage and packaging**

- 3.A. All standard domestic orders are sent using Royal Mail.
- 3.B. Large / heavy items may, at TFNation®'s discretion, be sent using a courier service such as DPD or My Hermes.
- 3.C. Individual postage prices for items are displayed within the item listing and must be paid at the point of purchase of the item.
- 3.D. In addition to the standard charges, a further charge may be payable for orders which are especially large / heavy / valuable. Thank you for your understanding.
- 3.E. If you are not available to accept a delivery and as such need to arrange a redelivery, a redelivery charge will apply. In the usual course of business this will be a further payment of the same value of the original postage charge.
- 3.F. In the usual course of business, TFNation® does not guarantee next day delivery. Within the UK, the appropriate type of postage to ensure this is Royal Mail Special Delivery. Should you require a next day delivery, please firstly contact [info@tfnation.com](mailto:info@tfnation.com) to see whether this is possible. If this is possible, an additional charge will be agreed. Please note, such services are exceptional and are thus provided solely at the discretion of TFNation®.
- 3.G. If you require international shipping, please firstly contact [info@tfnation.com](mailto:info@tfnation.com) to see whether this is possible. If this is possible, an additional charge will be agreed.

#### **4. Delivery**

- 4.A. TFNation® will normally aim to have your items posted within 7 days and delivered within 14 days.
- 4.B. Delivery can on occasion take up to 30 days from purchase. If for any reason this period needs to be extended, we will contact you to agree upon a reasonable delivery window.

#### **5. Returns / Refunds policy**

- 5.A. You may choose to cancel your order within 14 days of receipt of your item, provided the item is not a perishable item which has been opened or a digital item which has been accessed.
- 5.B. Once you have cancelled your order, you have a further 14 days to return the item to TFNation®. You are responsible for paying for the postage cost of returns. TFNation® cannot be held liable for return items which fail to reach their destination and as such, TFNation® strongly recommends that you opt for a guaranteed / signed for / insured method of delivery.
- 5.C. TFNation®'s business premises does not accept unexpected deliveries. It is therefore important that you contact TFNation® before posting an item or there is a risk that the delivery will be refused. If the delivery is refused and you have not made us aware of the same in advance, any charges incurred (including a redelivery charge) will be payable by you.
- 6.C Refund requests must be made in accordance with the aforementioned regulations. Any requests made in accordance with said regulations must be made in writing, to [info@tfnation.com](mailto:info@tfnation.com) within 14 days of the date you entered into a contract with TFNation®. Where you have made a valid request for a refund in accordance with the regulations, TFNation® shall endeavor to make the requested refund within 14 days of confirming its liability to refund you.

Updated: 27<sup>th</sup> November 2017