

Terms and Conditions of Sale

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

1. Format of the Contract

1.1 These terms of sale apply to all goods supplied by www.aktivwear.co.uk, www.activewearonline.co.uk, www.alluringgift.com, www.alluringgift.co.uk, or www.saralingeriesite.com, trading names of P5Trading, whose admin office is at Centaur House, Ancells Business Centre, Ancells Road, Fleet, Hampshire, GU51 2UJ, (the "Supplier").

1.2 No contract exists between you and the Supplier for the sale of any goods until the Supplier has received and accepted your order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract between us.

1.3 By way of clarification, an acknowledgement of your order will be sent to you via e-mail when you place your order, but acceptance of your offer to buy the goods will not take place until after your payment is taken and you receive your acceptance e-mail. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions.

1.4 The contract is subject to your right of cancellation (see below).

1.5 The supplier may change these terms of sale without notice to you in relation to future sales.

2. Description and price of the goods

2.1 The description and price of the goods you order will be as shown on the Supplier's website at the time you place your order – photographs are for illustration only.

2.2 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, the Supplier will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

2.3 Every effort is made to ensure that prices shown on the Supplier's website are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. If the Supplier does not receive an order confirmation within 14 days of informing you of the error, the order will be cancelled automatically. If you cancel, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit / debit card for the goods.

2.4 In addition to the price, you may be required to pay a delivery charge for the goods.

3. Payment

3.1 Payment for the goods and delivery charges can be made by any method shown on the Supplier's website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be of the essence.

3.2 There will be no delivery until cleared funds are received.

3.3 Payments shall be made by you without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

4. Delivery

4.1 The goods you order will be delivered to the address you give when you place your order, except that deliveries are not made outside the United Kingdom. You are responsible for making suitable arrangements to receive your delivery and giving us appropriate instructions. In the event that your delivery is stolen from your doorstep or damaged while there, we do not accept liability, and will offer compensation at our discretion. We reserve the right to refuse to accept orders from any customer; considerations of delivery problems may give rise to such a refusal.

4.2 Orders placed before 3:00 pm on a working day will be processed that day and will be delivered within 2-5 working days, provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.) We endeavor to keep to our delivery times, but we reserve the right to change it temporarily or permanently and will tell you if we do so.

4.3 If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit / debit card for delivery.

4.3.1 If we are unable to deliver to you, or have to deliver late, for reasons beyond our control, for example adverse weather conditions, strike actions, vehicle breakdown, traffic congestion or supplier failure, we cannot accept liability for any inconvenience or loss this causes.

4.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

4.4.1 store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or

4.4.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

4.5 If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit / debit card for the goods, less any expenses incurred for failed delivery.

4.6 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.

4.7 Time for delivery shall not be of the essence. The goods may be delivered by the Supplier in advance of the quoted delivery date.

4.8 Upon receipt of your order you may be asked to sign for the goods received in good condition. If you are unable to check the contents of the package at that moment in time please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

5 Risk/Title

5.1 The goods are at your risk from the time of delivery

5.2 Ownership of the goods shall not pass to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to the Supplier from you on any account.

5.3 The Supplier shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Supplier.

6. Title for Business Customers

6.1 If you are a business customer until ownership of the goods has passed to you, you must:

6.1.1 store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property;

6.1.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier.

6.1.3 hold the proceeds of the insurance referred to in condition 6.1.2 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.2 If you are a business customer your right to possession of the goods shall terminate immediately if:

6.2.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

6.2.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

6.2.3 you encumber or in any way charge any of the goods.

7. Your right of cancellation

7.1 You have the right to cancel the contract at any time up to the end of 7 days after you receive the goods (see consumer rights panel on websites).

7.2 To exercise your right of cancellation, you must give written notice to the Supplier by letter or via email, giving details of the goods ordered and (where appropriate) their delivery.

7.3 If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address shown below. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

7.4 Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.

7.5 If you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

7.6 You do not have the right to cancel the contract if the order is for computer software or DVD's, which have been unsealed by you, or for underwear, swimwear, items of a personal intimate nature and consumable goods which, by their nature, cannot be returned.

8. Warranty

8.1 All goods supplied by the Supplier are warranted free from defects for 1 month from the date of supply (unless otherwise stated). This warranty does not

affect your statutory rights as a consumer.

8.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.

8.3 If the goods supplied to you are damaged on delivery, you should notify us by e-mail within in 48hrs of delivery.

8.4 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier in writing via e-mail or fax, as soon as possible, but in any event within 7 days of the date you discovered or ought to have discovered the damage, defect or complaint.

9. Limitation of Liability

9.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods.

9.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

9.3 If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

9A. P5Trading's liabilities

9A.1. All P5Trading Websites are provided by P5Trading "as is" without any warranties or guarantees save those set out in these Terms and Conditions.

9A.2. Whilst P5Trading tries to ensure that material included on the websites is correct, reputable and of high quality, we cannot accept responsibility if, despite our endeavors, this is not the case. Without prejudice to your statutory rights, P5Trading will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the P5Trading Websites. If P5Trading is informed of any inaccuracies in the material on the websites, we will attempt to correct the inaccuracies as soon as we reasonably can.

9A.3. We disclaim all liabilities in connection with the following:

- (a) Technical problems including errors or interruptions to the P5Trading Websites but we will use reasonable endeavors to correct or avoid them
- (b) Incompatibility of the P5Trading Websites with any of your equipment, software or telecommunications links
- (c) Unsuitability, unreliability or inaccuracy of the P5Trading Websites but we will take reasonable care to ensure information there is accurate
- (d) Inadequacy of the P5Trading websites to meet your requirements

10. Data Protection

The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.

11. Applicable Law

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.

12. Images

Product images are for illustrative purposes only.

13. Excluded services

It is your responsibility, at your cost, to obtain computer, internet connectivity, telecommunications or other necessary equipment or services to access the P5Trading websites.

14. Intellectual property

14.1. All content and programming of the P5Trading websites is the property of P5Trading. You may retrieve and display the content of the websites on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the P5Trading websites without written permission from P5Trading.

14.2. No license is granted to you in these Terms and Conditions to use any trade mark of P5Trading or its affiliates or licensors.

15. Availability of the websites

15.1. Although P5Trading aims to offer you the best service possible, we make no promise that our website services will meet your requirements and we cannot guarantee that the service will be fault free. If a fault occurs in the service, please report it to us (see below for contact details) and we will correct the fault as soon as we reasonably can.

15.2. Your access to the P5Trading Websites may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will restore the service as soon as we reasonably can. In the event that our websites are unavailable, our usual order and cancellation deadlines apply; please notify us of changes to your order via email.

Payment Options

Payment can be made in the following ways :-

- 1) Online using our secure PayPal or Nochex payment gateway. Most major credit cards accepted.
- 2) By cheque / PO sent to our company address (please check the amount payable).
- 3) Bank Transfer – details available on request

Payment must be made in full before any goods are despatched. In the case of bank transfer or cheque payment, orders will not be released until funds have cleared.

DELIVERY

UK orders are despatched using a 1-3 working day delivery service. This is not a guaranteed service - however 76% of all orders are received next day. For system builds and non-stock items, please allow an additional 4 working days for your order to be delivered. 3pm is the cut off time for same day processing of your order. Orders placed after 3pm will be processed the next working day. Orders

placed after 3pm Friday and at the weekend, will be processed on Mondays. It is not possible to deliver to a PO Box Number. A signature on delivery is required for most orders. Please ensure to check the number of parcels that you sign for at the time of delivery. Deliveries take place anytime between 8am and 6pm Monday to Friday. Once orders have been despatched, we will not be able to alter delivery details under any circumstances. If you are not available to receive your order, the courier will leave a card at the delivery address that can be taken to your local depot for collection. After this, you have 5 days to collect the goods from your local depot before the goods are returned to us. If this happens, you will have to pay our standard delivery charge again in order for the goods to be re-sent. On receipt of your order, you must check its contents carefully, notifying us of any discrepancies within 48 hours of receipt. Please allow 15 working days before 'chasing' your order. Your order may come in separate parcels at separate times, though you will only be charged once for delivery.

International Orders

Unfortunately we are unable to accept international orders at this time.

Delivery Cost

The cost of delivery varies depending on the total weight of your order and the destination of delivery. The company reserves the right to cancel orders or postpone delivery if security checks cannot be verified.

Delivery to alternative address

If you request delivery to another address, this may result in a delay to your orders despatch. In order for us to verify details quickly, please give all information fully e.g. work address, landline telephone number, correct postcode etc.

Ordering

Our Inventory

From time to time, some products can be in short supply from our distributors – leaving us temporarily out of stock. We will clearly display an estimated re-stocking date on our website. Stock levels are updated regularly, however, we will not be held responsible for any goods that are ordered, which subsequently prove to be out of stock. The estimated re-stocking date is only an estimate and the company will not compensate for any delays in our shipments of new stocks. If you place an order for an item currently out of stock, there is no guarantee that fresh stocks will arrive on the estimated re-stocking date. If there are any products that you would like to see in our catalogue, please send an e-mail and we may be able to source it for you.

Placing an Order

Orders can be placed online using our secure server 24 hours a day, 7 days per week. Please ensure to enter your payment details correctly to ensure that there is no delay to your order. This includes entering a valid landline telephone number. We can accept educational orders via fax if required. If you need us to raise a pro-forma invoice prior to placing an order, please e-mail / fax your requirements along with your purchase order reference and we will action as soon as possible (usually same day).

Order Confirmation

Once you have placed an order, you will receive an order confirmation e-mail, which you must check thoroughly. If there are any discrepancies, then you must notify us immediately to ensure that you receive what you wanted to order.

Please also check the delivery address and postcode are correct.

Order Processing

Orders placed before 3pm Monday to Friday will be processed the same day (providing that items are in stock). Orders placed after 4pm, or at the weekend will be processed the following working day. No orders will be part-shipped. If you have selected products that are not currently in stock, your order will be put on hold until fresh stocks arrive. You will be kept informed regarding the estimated re-stocking date.

P5trading Ts&Cs V3 - 08/10/07