

**MyBG - Terms & Conditions**  
**Terms and Conditions – Sale of Goods**  
**General MyBG Shop**

**1. About us**

We are **GYMNASTICS ENTERPRISES LIMITED** a company registered in England & Wales under company number: **02646569**. Our registered office is at: Lilleshall National Sports Centre, Newport, Shropshire, TF10 9AT. Our VAT number is: GB 100 166 672.

We run the online shop available via the MyBG portal at <https://mybg.british-gymnastics.org/> (“**BG Official Shop**”).

**2. How to contact us**

You can contact us by sending an email to:

<b>Rise Gymnastics</b> <b>GymChallenge / GymFit</b> <b>Trampoline Proficiency</b>	<a href="mailto:risesales@british-gymnastics.org">risesales@british-gymnastics.org</a>
<b>Squad Kit</b>	<a href="mailto:performance@british-gymnastics.org">performance@british-gymnastics.org</a>

**3. These terms**

**Club(s)** means any club, partner schools leisure centre and any other organisation carrying out gymnastics activities that may or may not be a member of British Gymnastics.

3.1 These terms apply to any purchases you make on the BG Official Shop **excluding** the following items: *Access NI Application (Northern Ireland Only); L & D International Qualification Transfer, Performance FIG Licence Application and Performance Nomination & Selection Appeal.*

Please read these terms carefully before you place any orders on the BG Official Shop, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.

3.2 For the purposes of these terms:

3.2.1 you are a ‘**consumer**’ if you are buying products from the BG Official Shop as an individual for purposes wholly or mainly outside of your trade, business, craft or profession.

3.2.2. You are a ‘**business customer**’ if you are buying products from the BG Official Shop for purposes relating to your trade, business, craft or profession. **Note:** all Rise Gymnastics products are only available to Clubs and therefore fall under this ‘business customer’ definition unless otherwise stated on the product page.

Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.

3.3 Any reference to ‘**we**’, ‘**us**’ or ‘**our**’ in these terms is to BRITISH AMATEUR GYMNASTICS ASSOCIATION (THE), and any reference to ‘**you**’ or ‘**your**’ is to the person placing an order on the BG Official Shop.

3.4 You must be at least 18 years old and a resident of the UK to place an order on the BG Official Shop. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

3.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

3.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

3.7 Your use of the BG Official Shop is governed by the MyBG portal terms of use accessible here <https://agreements.justgo.com/user-s-terms-of-use/> .

#### **4. Orders**

- 4.1 Please check your order carefully and correct any errors before you submit it to us.
- 4.2 After you place your order, we will send you an acknowledgment email to let you know that we have received your order. This does not mean that your order has been accepted by us. Your order is an offer to buy products from us on these terms.
- 4.3 Acceptance of your order by us takes place when we dispatch your order to you, at which point a legally binding contract is formed between you and us on these terms.
- 4.4 If we do not accept your order, for example because we have been unable to pre-authorise the payment, the products are unavailable, you are under 18 or there has been a mistake regarding the pricing or description of the products, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.
- 4.5 If we are making any bespoke or personalised products for you which are based on measurements, names or other information you provide to us, you are responsible for ensuring that the information is correct.

#### **5. Availability**

All orders are subject to availability. We cannot guarantee that any product will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop selling certain products. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a full refund (including any delivery costs) if payment has already been taken.

#### **6. Making changes to your order**

Once an order has been placed it cannot be altered.

#### **7. Product descriptions**

- 7.1 Descriptions of our products are set out on the BG Official Shop.
- 7.2 Please read the product description carefully. Pictures and images of the products or their packaging on the BG Official Shop are for illustration purposes only. Your products and their packaging may vary slightly from those pictures or images.
- 7.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of your products. The colours of the products displayed on the BG Official Shop may vary depending on what device you are using and your settings.
- 7.4 All weights, sizes and measurements set out on the BG Official Shop are estimates and should not be relied upon.

#### **8. Use restrictions**

- 8.1 If you are a consumer, you must use our products only for domestic and personal use. You must not use our products for commercial, business or resale purposes.
- 8.2 If you are a business customer, you must use our products only for internal business purposes. You must not use our products for resale purposes. Those Clubs with BG membership and active Rise Gymnastics users are permitted to re-sell the medals and certificates to members of their Club as part of the Rise Gymnastics programme.

#### **9. Prices**

- 9.1 Prices for our products are set out on the BG Official Shop. All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate, but exclude delivery charges.
- 9.2 Prices for our products and delivery charges may change at any time. Except as set out in clause 9.3 below, such changes will not affect existing orders.
- 9.3 If there has been an error on the BG Official Shop regarding the pricing of any of our products and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct

price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

## **10. Payment**

- 10.1 We accept the following credit cards and debit cards: Mastercard, VISA, . All credit card and debit card payments need to be authorised by the relevant card issuer.
- 10.2 We will take payment from your card when your order is placed. If the payment is unsuccessful, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order and notify you by email.
- 10.3 Business customers only may be given the ability to pay orders via BACS. Payment shall be made no later than 30 days from the date of invoice as per the instructions on the invoice. Payment must be made to BRITISH AMATEUR GYMNASTICS ASSOCIATION (THE). You must enter a valid purchase order number on to your order as well as picking the organisation that is to be invoiced at checkout. You must also email a copy of the purchase order to the relevant email as per Section 2 above (copy also to [accounts@british-gymnastics.org](mailto:accounts@british-gymnastics.org)). Where no purchase order is provided and or the purchase order number is invalid, we reserve the right to reject your order and (if we accept your order) our invoice for the products shall be due and payable immediately on the date of issue of the invoice.

## **11. Delivery dates and costs**

“**Business Day**” means any day that is not a Saturday, Sunday or bank holiday / public holiday in England.

- 11.1 Standard delivery is charged at £4.95 or as stated at checkout. We endeavour to send out orders within 2 Business Days from date of order. Where possible the delivery service providers will provide information via SMS or email on the delivery.
  - 11.1.1 During seasonal times there may be a delay in sending out orders (for example over the Christmas / New Years period). Please refer to the timescales provided on the BG Official Shop and or any other communications issued (for example order confirmation emails).
- 11.2 Any delivery dates stated during the order process, or in your order acknowledgment or shipping confirmation emails, are estimates, unless we have agreed a specific delivery date with you.
- 11.3 We will do all that we reasonably can to deliver your order within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur if delivery is delayed because of circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

## **12. Delivery**

- 12.1 We will deliver your order to the address specified by you when you placed your order.
- 12.2 If no one is available to take delivery, our delivery service providers will (where applicable) follow any delivery instructions you have provided them (e.g. leaving it in a specified safe location or delivering it to a neighbour or nearby business) and if applicable post a delivery note through your letterbox or email you or send a SMS to let you know where we have left your package or how to re-arrange delivery.
- 12.3 Please examine the products as soon as reasonably possible after delivery and notify us of any fault or damage as soon as reasonably possible.
- 12.4 Once your order has been delivered to your address or in accordance with the delivery instructions you provided to us, the risk in the products passes to you and the goods are classed as having been ‘delivered’. This means that you are responsible for the products and we are not liable to you if the products are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the products are faulty or misdescribed. Ownership of the products passes to you once you have paid for them in full.

### 13. Consumer cancellation rights

**This clause 13 only applies to you if you are a consumer.**

- 13.1 You have 14 days from the delivery date to change your mind and cancel your order. This does not apply to perishable products, bespoke or personalised products, or any products that have a protective or hygiene seal (e.g., leotards etc.) if that seal has been broken.
- 13.2 To cancel your order, please email us as per Section 2 above. To help us process your cancellation more quickly, please include your order number in the email you send to us.
- 13.3 If you have already received your order, you must return the products to us within 14 days of telling us that you want to cancel your order. The deadline is met if you send the products back to us before the 14-day period has expired. We strongly recommend that you get proof of postage. We may withhold the refund until we have received the products back from you or until you have provided us with evidence that you have sent the products back (whichever is earlier). You can return the product(s) to us directly (at your cost) or use our returns service (we will send you details of this process via email on request); if you use our returns service we will deduct the cost of the return (£10) from the refund due to you.
- 13.4 Products must be returned to us in a new and unused condition and, to the extent possible, in their original packaging. We may make a deduction from the refund amount if you have handled the product in a way that has diminished the value of the product, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the products. You are responsible for the products while they are in your possession.
- 13.5 Unless your products are faulty or misdescribed, you are responsible for the cost of returning the products to us.
- 13.6 We will provide you with a refund (including standard delivery charges where a full order is returned) as detailed below:
- 13.6.1 If you cancelled before you received any products, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel;
- 13.6.2 If you have sent products back to us, we will issue the refund no later than 14 days after the day we receive the products back from you or, if earlier, 14 days after the day you provide us with evidence that you have sent the products back.
- 13.7 We will issue your refund to the same payment method you used when you placed your order.
- 13.8 You must return any free gift(s) that were sent with your order when making a return unless it was provided in connection with a particular product that you are not returning.

### 14. Faulty products—consumers

**This clause 14 only applies to you if you are a consumer.**

- 14.1 The products that we provide to you must be as described, fit for purpose and of satisfactory quality. We are under a legal duty to supply products that are in conformity with our contract with you.
- 14.2 During the expected lifespan of your product, you are entitled to the following:

<b>Up to 30 days:</b>	If your product is faulty, you can get an immediate refund.
<b>Up to six months:</b>	If the product cannot be repaired or replaced, then you are entitled to a full refund in most cases.
<b>Up to six years:</b>	If the product does not last a reasonable length of time, you may be entitled to some money back.

- 14.3 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 13 above. For more detailed information on your rights, visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 14.4 If your products are faulty or misdescribed, please contact us as soon as reasonably possible at the relevant email address in Section 2 above.

## **15. Faulty products—business customers**

**This clause 15 only applies to you if you are a business customer.**

- 15.1 We warrant that the products will, for a period of one month from the date of delivery (as described in clause 12.4) (**Warranty Period**):
- 15.1.1 conform in all material respects to their product descriptions on the BG Official Shop;
  - 15.1.2 be free from material defects in design, material and workmanship; and
  - 15.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 15.2 As your sole and exclusive remedy, we will (at our option) repair, replace or refund any products that do not comply with clause 15.1, provided that:
- 15.2.1 you notify us by email to the relevant email at Section 2 above within the Warranty Period;
  - 15.2.2 you provide us with sufficient information as to the nature and extent of the defects;
  - 15.2.3 you give us a reasonable opportunity to examine the defective products; and
  - 15.2.4 you return the defective products to us at your expense.
- 15.3 Except as set out in this clause 15, we give no warranties and make no representations in relation to the products, and all warranties and conditions (including the conditions implied by sections 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 15.4 As a business customer you are not entitled to a refund 'at will' (i.e., you ordered the wrong products / quantity, you no longer require the products, you changed your mind) you are only entitled to a refund / repair or replacement as detailed above in clause 15.2.

## **16. Events beyond our control**

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

## **17. Our liability to consumers**

**This clause 17 only applies to you if you are a consumer.**

- 17.1 If we breach these terms or are negligent, our liability to you will not exceed the total price paid for the products. This limit does not apply to the types of liability described in clause 17.3 below. **Your statutory rights are not affected** or in any way excluded or limited by this clause.
- 17.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 17.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **18. Our liability to business customers**

**This clause 18 only applies to you if you are a business customer.**

- 18.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the products.
- 18.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:
- 18.2.1 consequential, indirect or special losses; or
  - 18.2.2 any of the following (whether direct or indirect):
    - (a) loss of profit;
    - (b) loss of opportunity;

- (c) loss of savings, discount or rebate (whether actual or anticipated); or
- (d) harm to reputation or loss of goodwill.

18.3 Nothing in these terms will limit or exclude our liability for:

- 18.3.1 death or personal injury caused by negligence;
- 18.3.2 fraud or fraudulent misrepresentation; or
- 18.3.3 any other losses which cannot be excluded or limited by law.

## 19. Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available here <https://store.british-gymnastics.org/pages/privacy-policy>, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## 20. No third party rights

No one other than us or you has any right to enforce any of these terms.

## 21. Complaints

21.1 If you are unhappy with us or the products you ordered, please contact us at the relevant email as at Section 2 above.

## 22. Governing law and jurisdiction

22.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

22.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

## 23. General terms

23.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

23.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

23.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

23.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us

23.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

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