

INTRODUCTION

BUY BOOTS

This section (together with the documents expressly referred to in it) tells you information about us and the legal terms and conditions that will apply to any contract between us for the sale of our Goods to you.

It is important that you read and understand these terms and conditions before you place an Order with us. If there is any term that you do not understand or do not accept, then please discuss this with a member of our Sales team before placing your Order or, if a member of our Sales team is unavailable, contact our Customer Services team by telephone (08703148884) or by email (info@bootsfinder.co.uk).

By ordering any of our Goods, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference. These terms and conditions only apply to our "consumer" customers. If you are a "business" customer, please ask a member of our Sales Team for the applicable terms and conditions.

Please ensure that you review Clauses 10 and 11 as they include important limitations on, and exclusions of, our liability.

1. DEFINITIONS

- a. When the following words are used anywhere in these Terms, they will have the meanings set out below:

Event Outside Our Control: is defined in clause 15. **Goods:** the boots or other goods that we are selling to you as set out in the Order. **Order:** your order for the Goods. **Paperwork:** the original certificate of the Goods, which includes: (1) the name of the authorised dealer that originally sold the Goods; (2) POS tags; and (3) the box or accessories that come with the boots. **Terms:** the terms and conditions set out in this document. **Bootsfinder, we, us, our:** bootsfinder.co.uk **Website:** the website at the domain www.bootsfinder.co.uk. **Work:** cleaning, refurbishment, replacements, testing, and/or other work as applicable. **Working Days:** a day other than a Saturday, Sunday or public/bank holiday in England.

- b. Clause headings shall not affect the interpretation of these Terms.
c. A reference to writing or written includes e-mail.
d. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
e. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. OUR CONTRACT WITH YOU

- a. Our Goods are age restricted. By placing an Order for the Goods, you are declaring that you are 18 years of age or over.
b. You can check and amend any errors before submitting your Order. Please take the time to read and check your Order at each page of the Order process.
c. When you submit an Order, your Order represents an offer to us to purchase the Goods. This does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in clause 2(d).
d. If we accept your Order, we will confirm our acceptance by sending you an e-mail (Order Confirmation). The contract between us will only be formed when we send you the Order Confirmation. Any Goods forming part of the same Order which we have not confirmed in the Order Confirmation do not form part of that contract.
e. All Goods shown on our Website are subject to availability. If we are unable to supply you with the Goods (for example, because the Goods are no longer in stock), we will let you know by telephone or by e-mail and we will cancel your Order. If you have already paid for the Goods, we will refund you the full amount within 5 Working Days of cancellation (unless we reasonably suspect a fraudulent card payment, see clause 16).
f. In some instances non-manufacturer accessories may be fitted to the boots.
g. On occasion the Goods displayed for sale on our Website will not be available for dispatch until Work has been completed (for example, the Goods may be undergoing a service or awaiting parts at the time your Order is made). We will let you know prior to acceptance of any Order if this applies to your Order. **We endeavour to complete the Work within a reasonable period of time and meet any anticipated completion dates where given. However, due to our reliance on third parties, it is difficult for us to give accurate estimated dates for completion of the Work and Work could in exceptional circumstances take up to 2 months from acceptance of your Order to complete.** You can cancel your Order at any time before dispatch of the Goods - see clause 12 which explains your rights to cancel your contract with us.
h. All Goods will remain available for sale on our website until you have paid the balance in full, irrespective of any third party finance application made by you.
i. The images of the Goods on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.
j. The packaging of the Goods may vary from that shown on images on the Website.
k. Where our Make An Offer facility is enabled on our Website and you wish to use this facility, please first take the time to read and understand our Make An Offer terms and conditions.
l. We cannot guarantee that boxes and/or other packaging supplied are authentic.

3. PRICE AND PAYMENT

Please be aware that all currency values in the Terms and Conditions are in GBP and are therefore subject to the current exchange rate at the time of transaction. This does not affect your Consumer Rights.

- a. The price of the Goods will be set out in your Order. Our prices may change at any time, but price changes will not affect Orders that we have confirmed with you.
b. The prices quoted on our Website are in Pounds Sterling. Payments must be made to us in Pounds Sterling and any refunds will only be issued by us in Pounds Sterling. We do not accept liability for fluctuations in the exchange rate, which may affect any refund if you are based outside the UK.
c. The price quoted includes VAT (or similar sales tax) at the prevailing rate. If the rate of VAT changes between the date of your Order and the date of dispatch, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.
d. The price of the Goods excludes delivery costs. Our delivery charges will be notified to you pursuant to clause 4(c) and will be added to total amount due and shown in the Order Summary page of our Website before you place your Order.
e. It is always possible that some of the Goods we sell may be incorrectly priced. We will normally check prices before we dispatch the Goods so that where the Goods' correct price is less than the price stated on our Website or in your Order, we will charge the lower amount. If the Goods' correct price is higher

than the price stated on our Website or in your Order, we will contact you as soon as possible to inform you of this error and we will give you the option of either continuing with your Order for the Goods at the correct price or cancelling your Order. We will not process your Order until we have your instructions. If we are unable to contact you and you do not respond to our e-mail in relation to the pricing error within 5 Working Days, we will treat the Order as cancelled, notify you by e-mail and refund any sums already paid within 14 days of the date your Order is cancelled (unless we reasonably suspect a fraudulent card payment, see clause 16).

- f. You must make payment for the Goods at the same time as placing an Order, unless we agree otherwise, and in any event we must receive full and cleared funds prior to dispatch of the Goods. Unless we notify you otherwise, we can accept payment by the following methods if you are based in the UK:
 - g. **Credit card or debit card:** Payments must be secure.
 - h. **Cash:** We accept cash payment up to a maximum of £1,000.00 in store only.
 - i. **Cheque:** Please contact us.
 - j. **Bankers draft:** Please contact us.
 - k. **Bank transfer:** Please contact us.
 - l. **Part exchange:** Where your purchase of the Goods also involves your sale of a boots, we can accept your current boots as part payment towards the Goods. You will be advised of the part exchange allowance we attribute to your boots before your Order is confirmed. Where your part exchange allowance exceeds the purchase price of the Goods, we will issue you with the appropriate credit by bank transfer. Where your part exchange allowance is less than the purchase price of the Goods, you can pay the outstanding balance using another method listed above. Our Sell Your Boots terms and conditions also apply; or
 - m. **Finance options:** Please contact us.
 - n. The Order Summary page of our Website will give you a breakdown of the price of the Goods, our delivery charges and any credit card surcharges and will display a total amount payable.
 - o. If we agree that you can pay by way of an initial deposit and if after paying the initial deposit for the Goods we do not receive the balance payment in full and cleared funds within 14 days of our receipt of the deposit payment from you, then we reserve the right to cancel your Order and relist the Goods for sale on our Website. We will give you at least 3 days' notice by e-mail before we do this and we will refund your deposit within 14 days of the date your Order is cancelled (unless we reasonably suspect a fraudulent card payment, see clause 16).
 - p. Please see 'Buy Boots' clause 12(m) for when a credit note is used.

4. DELIVERY

- a. All Orders placed will receive delivery as soon as possible and we aim to post within 3 working days. This is available Mainland UK only subject to confirmation contact from our Dispatch Team. If you are based outside of Mainland UK, we aim for 5 to 7 working days. All dates quoted by us for dispatch and delivery of the Goods outside of Mainland UK, though given in good faith, are estimates only and in exceptional circumstances delivery may take up to 2 months from acceptance of your order. Occasionally our delivery may be affected by an Event Outside Our Control. Please see clause 15 for our responsibilities when this happens.
- b. We cannot deliver the Goods to the following countries (the '**Excluded Countries**'): Afghanistan; Angola; Cuba; Ethiopia; Iran; Iraq; Lebanon; Liberia; Libya; Myanmar; Nicaragua; Nigeria; North Korea; Rwanda; Sierra Leone; Somalia; Sudan; Syria; Uganda; Zimbabwe; and countries comprised by the former territories of USSR or the Federal Republic of Yugoslavia and/or the Republic of Serbia. If you would like the Goods to be delivered to any of the Excluded Countries, we will use reasonable endeavours to arrange postage and insurance (at your cost) in advance of confirmation of your Order. Please contact a member of our Sales Team to discuss your options before placing an Order, or alternatively contact our Customer Services team by telephone (0870 314 8884) or by e-mail (info@bootsfinder.co.uk).
- c. Delivery charges will be shown in the Order Summary page of our Website and otherwise notified to you by a member of our Sales Team before you place your Order if you are based outside of Mainland UK.
- d. Deliveries within the UK are made using the Royal Mail's Delivery service. Deliveries outside the UK are made using Courier or Royal Mail. We will not be liable for any delay in delivery of the Goods that is caused by an Event Outside Our Control or your failure to provide us with adequate delivery instructions.
- e. A signature is needed for receipt of the Goods by an adult (aged 18 years or over) at the delivery address (whether yourself or a member of your household). If no-one is available when the carrier attempts delivery, the carrier may leave a calling card for you to re-arrange delivery at a more convenient time. Alternatively, you may need to collect the Goods from your local delivery office provided you can produce adequate proof of identity. Any parcel that has been damaged or tampered with should not be signed for and delivery should be refused.
- f. We will deliver the Goods to the delivery address given in your Order. If you pay by debit or credit card, the Goods must be dispatched to the billing address of the card holder, though we will use reasonable endeavours to send the Goods to a work address where requested provided you comply with our dispatch department's reasonable instructions.
- g. Goods may be collected from our offices but by appointment only for security reasons. A weekend appointment must be confirmed by 5 pm on the previous Working Day. You acknowledge that we will not be liable for losses you incur including travel costs if you travel without making an appointment in advance.
- h. Delivery of the Goods will be completed when we deliver the Goods to the address given in your Order or when the Goods are collected from our offices (by you or your representative).
- i. If you arrange for another courier to collect the Goods, delivery will be completed when the Goods are collected from our offices. This means that we will not be responsible if the Goods are lost or damaged in the course of transit.
- j. The Goods will be your responsibility from the completion of delivery.
- k. You own the goods once we have received payment in full.

5. CUSTOMS

If you are based outside the UK, you may also have to pay import duty or other taxes, fees or charges applied by customs or other authorities in the country of receipt. You must comply with all laws and regulations of the country in which you are receiving the Goods. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. If you are unsure about whether these charges might apply to your Order, you should contact your local tax or customs office for further information.

6. MANUFACTURER WARRANTY

- a. Some of the Goods we sell come with a manufacturer's warranty. For details of the applicable terms and conditions, please refer to the Paperwork provided with the Goods or to the manufacturer's website.
- b. As a consumer, a manufacturer's warranty is in addition to your legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from the Citizens' Advice Consumer Service (website www.adviceguide.org.uk or call on 03454 040506).

7. SIZES

Given the nature of our Goods, shoe sizes may vary. You should check our size guide before your order is dispatched or taken from a part exchange and we will endeavour to size the boots to the requested size.

8. FAULTY GOODS

- a. We are under a legal duty to supply you with products that are in conformity with the contract.

- b. You must inspect the Goods as soon as reasonably practicable after delivery and you must inform us promptly if the Goods are faulty or not as described ('Faulty') upon delivery or if you discover faults later.
- c. You must take reasonable care of the Goods and you must return any Goods that are Faulty (including Paperwork and box as applicable) promptly and within 14 days of advising us of the relevant Faulty Good.
- d. On confirmation by us following inspection and/or testing that the Goods were Faulty on delivery and provided you were not made aware of the relevant fault at the time of purchase of the relevant Good, you will be entitled to the following remedies:
- e. you may ask us to replace the Goods, though you acknowledge that given the nature of the Goods that we sell, we may not be able to source a suitable replacement, and we are under no obligation to replace the Goods where this impossible or imposes costs on us that are unreasonable, taking into account, amongst other things, the value which the Goods would have if they conformed to the contract of sale and the significance of the lack of conformity, in which case your remedy will be limited to either a refund or repair subject to the terms set out in this clause 11;
- f. All refunds payable under this clause 11(d) shall be paid 14 days of the Goods (including Paperwork and box as applicable) being returned to us following your election to receive a refund.
- g. You acknowledge that the Paperwork (where supplied) substantially increases the value of the Goods and that its absence or damage will affect the value of the Goods. If you return the Goods with missing or damaged Paperwork, we will make a reasonable deduction to the sum refunded to you not exceeding 25% of the purchase price.
- h. We reserve our rights to reduce any remedies under clause 11(d) if Paperwork is missing or damaged.
- i. Return postage, packaging and insurance will be your responsibility and you must follow our reasonable instructions. We recommend you use a tracked mail system and retain proof of postage. You must insure the Goods to their full value. You must ensure that you pack the Goods appropriately to prevent damage during transit.
- j. If your Goods are Faulty on delivery and you are based within the UK, we will refund your reasonably incurred return postage costs provided you comply with our reasonable return instructions and you provide us with a copy receipt.
- k. If your Goods are Faulty on delivery and you are based outside the UK, we will refund your reasonably incurred return postage costs to a maximum of £12 (although this may be reviewed on a case by case basis) provided you comply with our reasonable return instructions and you provide us with a copy receipt.
- l. Given our reliance at times on third parties and a world-wide shortage of bootmakers, you acknowledge that a reasonable time for completion of a repair may extend to several months for Events Outside Our Control, for example where manufacturer involvement is necessary to carry out the repair (including in the sourcing of parts).
- m. If you buy several Goods from us as part of the same Order, and only some of these Goods are Faulty, you may return the Faulty Goods in accordance with this clause 11, but this does not entitle you to return other Goods which are not Faulty.
- n. To discuss a problem with your Order, please contact the sales advisor that dealt with your Order or alternatively you can contact our Customer Services team by telephone (0870 314 8884) or by e-mail (info@bootfinder.co.uk).
- o. As a consumer, you have legal rights in relation to Goods that are Faulty. Advice about your legal rights is available from the Citizens' Advice Consumer Service (website: www.adviceguide.org.uk or call on 03454 040506). Nothing in our Terms will affect your legal rights.

9. OUR RIGHT TO CANCEL

- a. We may have to cancel an Order before the Goods are delivered, for example, due to an Event Outside Our Control or the unavailability of stock. We will contact you as soon as possible if this happens.
- b. If we have to cancel an Order and you have made any payment in advance for Goods that have not been delivered to you, we will refund these amounts to you within 7 Working Days (unless we reasonably suspect a fraudulent card payment, see clause 16).

10. OUR LIABILITY

- a. We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purposes, and we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- b. Subject to clause 14 (c), we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with a failure by us to comply with these Terms.
- c. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the exclusion at clause 14(b) may not apply to you, provided always that we will not be responsible for any incidental or consequential loss that is not reasonably foreseeable to both you and us when we entered into the contract. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the contract.
- d. Subject to clause 14(e), our total liability to you in respect of all losses arising under or in connection with the sale of the Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall (to the fullest extent permissible by law) in no circumstances exceed the purchase price paid for the Goods by you.
- e. Nothing in these terms shall limit or exclude our liability for any liability for which it would be unlawful for us to exclude or restrict liability (including but not limited to: (a) death or personal injury caused by our negligence; (b) our fraud or fraudulent misrepresentation; and (c) any breach of the terms implied into contract by the following sections of the Consumer Rights Act 2015: sections 9 and 34 (satisfactory quality); sections 10 and 35 (fit for purpose); sections 11 and 36 (as described); sections 12 and 37 (conformity to pre-contract information); section 13 (match sample); section 14 (match model); section 15 (installation); section 16 (non-conforming digital content); sections 17 and 41 (trader right to supply); section 28 (delivery) and section 29 (passing of risk)).

11. EVENTS OUTSIDE OUR CONTROL

- a. We will not be responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by Events Outside Our Control. This does not affect your legal rights.
- b. An Event Outside Our Control means any act or event beyond our reasonable control including Acts of God, collapse of buildings, fire, flood, severe weather, explosion, accident, war, act of terrorism, industrial dispute (not involving our employees), acts of local or central government or other competent authorities, interruption or failure of utility services, interruption or failure of our Website or IT system caused by third parties, or delays or non-performance caused by third parties including manufacturers, banking providers, the Royal Mail, DHL or Fedex.

12. FRAUDULENT PAYMENTS

If we reasonably suspect a fraudulent payment by debit or credit card, then we will not dispatch any Goods and we will not carry out any refunds until authorised by our bank.

13. PROMOTIONS

If you wish to make an Order further to a promotion, please take the time to read and understand our Promotions terms and conditions.

14. PRIVACY

We only use your personal information in accordance with our Privacy Policy. Please take the time to read and understand our Privacy Policy as it includes important terms which apply to you.

15. ENTIRE AGREEMENT

These Terms (together with the documents expressly referred to in it) constitutes the entire agreement between you and us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between you and us, whether written or oral, relating to its subject matter.

16. COMMUNICATIONS BETWEEN US

- a. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail to Bootsfinder at info@bootsfinder.co.uk
- b. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you have given us.

17. WAIVER

- a. 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, 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.
- b. A waiver by us of any default will not constitute a waiver of any subsequent default.
- c. No waiver by us of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

18. SEVERABILITY

If any court or competent authority decides that any of the provisions or paragraphs of these terms and conditions or any provisions of a contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

19. THIRD PARTY RIGHTS

Except as expressly provided, this contract is between you and us. No one other than a party to this contract shall have any right to enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded.

20. OUR RIGHT TO VARY THESE TERMS

- a. We have the right to revise and amend these Terms from time to time.
- b. You will be subject to the terms and policies in force at the time that you place your Order with us, unless any change to those terms or policies is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those terms or policies before your Order is accepted by us (in which case we have the right to assume that you have accepted the change to the terms and policies by proceeding with your Order).

21. TRANSFER OF OUR RIGHTS AND OBLIGATIONS

We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

22. GOVERNING LAW AND JURISDICTION

- a. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- b. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims).
- c. Although you agree that these Terms are governed by and construed in accordance with the law of England and Wales and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation, if you are a U.S. based purchaser and bring a claim arising out of a transaction with Bootsfinder in a U.S. court, you agree to resolve any disputes related to this agreement as an individual and not as a class or join any class. You understand that, in return for agreement to this provision and the dispute provision above, we are able to offer these services at the terms designated, and that your assent is an indispensable consideration to this agreement. You also acknowledge and understand that, YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

23. OUR DETAILS

Bootsfinder is a trading name of Bootsfinder.co.uk

As a consumer, nothing in these Terms will affect your legal rights.